

Question No. 1: Hon Ljiljanna Ravlich asked –

***Savings in Agency Staff and Programs***

- (1) *What targeted savings in agency programs will be made in the out years?*

Answer: None.

- (2) *What specific programs will be cut in 2011-2012?*

Answer: None.

- (3) *What targeted savings will be achieved by the agency through the new round of voluntary separations?*

Answer: On the current round of voluntary separation, on current salary rates it is estimated that \$595,511 per annum recurring (inclusive of 9% superannuation) savings will be achieved.

- (4) *How many cuts to agency programs will than mean since September 2008?*

Answer: None.

- (5) *How many additional FTE will be cut through -*

*5.1 Voluntary severance*

Answer: Six have been submitted under the current round of voluntary separation.

*5.2 Involuntary severance*

Answer: Nil.

- (6) *What will this bring the total cuts to in each of the above categories since September 2008?*

Answer: Dollars: None. FTE: Eight (8).

***Strategic Review***

- (7) *Has there been a strategic review of the agency's activities to ensure that the activities and service delivery is aligned with the Government's priorities?*

Answer:

The Department of Corrective Services (DCS) conducts annual reviews of its Strategic and Business Plans and develops a new Strategic Plan every three

years. A key component of these reviews is to ensure that service delivery is aligned with Government priorities.

The current DCS Strategic Plan 2008 – 2011 recognises four Key Result Areas:

- Contribute to a safer community through the effective management of offenders in accordance with assessed risk and need
- Reduce re-offending through a positive change in offender behaviour
- Enhance business capability through our people and
- Enhance business capability through the way we work.

and identifies Strategic Priorities under each Key Result Areas. All are aligned to high level outcomes and measures of success.

Our Departmental Outcomes are:

1. Community safety is improved
2. Re-offending is reduced and
3. The Department fulfils its obligations as a government agency as it achieves its correctional outcomes.

Outcome 3 includes compliance with Government policy, programs and initiatives.

DCS is currently in the process of finalising its 2011 – 2014 Strategic Plan.

*(8) If yes to (7) when was it conducted and by who?*

Answer: The strategic and business planning reviews are conducted by the Strategic Planning and Review Branch of DCS. A state wide consultation seeking comment on the next three year Strategic Plan was also undertaken.

Key stakeholders whose comments were sought included the Judiciary, the Office of the Inspector of Custodial Services, WA Police, Department of Child Protection, Department of Health, other state government departments and offices, community organisations, Acacia Prison, and local governments. Approximately 300 external entities were given the opportunity to comment.

*(9) Can the review be provided to the Committee and if not why not?*

Answer: DCS can provide the committee with the DCS Strategic Plan 2008 – 2011. The DCS Strategic Plan 2011 – 2014 can be provided once it is finalised.

### ***Value for Money Review***

- (10) *Has there been a value for money review of the agency to determine the efficiency of agencies' service delivery and the effectiveness of the outcomes achieved?*

Answer: No.

- (11) *If yes to (10) when was it conducted and by who?*

Answer: Not applicable.

- (12) *Can the review be provided to the Committee and if not why not?*

Answer: Not applicable.

### ***Cost and Demand Models***

- (13) *Has the agency developed cost and demand models to strengthen the budget process to develop a more in-depth understanding of the cost and demand drivers in key service delivery areas?*

Answer: DCS has instigated a full review of its demand based costing model to ensure current business practices and costs are accurately reflected. The review also expanded on the previous cost models which had a solely adult prisoner focus to a model that considers the wider range of demand pressures on the department.

- (14) *If yes to (13) when was it conducted and by who?*

Answer: The review project has been conducted internally within DCS by a senior financial management officer, in consultation with the Director Finance.

- (15) *Can the review be provided to the Committee and if not why not?*

Answer: The revised model is still under final draft pending endorsement by the Department of Treasury.

### ***Deaths in Custody***

- (16) *How many deaths in prison custody were recorded in 2009/10 and how many were suicides?*

Answer: There were eight deaths in prison custody recorded in 2009/10. Of these, five were as a result of apparent suicide.

(17) *How many deaths in prison custody were there in 2010/11 and how many are suspected suicides?*

Answer: There were five deaths in prison custody in 2010/11. Of these, one was as a result of apparent suicide.

(18) *How many deaths in custody (excluding prison custody) were there in 2009/10, and how many of these had an apparent cause of death recorded as suicide?*

Answer: DCS advises that deaths in custody (excluding prison custody) are a Western Australian Police (WAPOL) issue. This question should be referred to WAPOL.

(19) *How many deaths in custody (excluding prison custody) were there in 2010/11 and how many are suspected suicides?*

Answer: DCS advises that deaths in custody (excluding prison custody) are a Western Australian Police (WAPOL) issue. This question should be referred to WAPOL.

*Note: (Questions 18 and 19)*

If a prisoner dies whilst at Royal Perth Hospital, they are considered a death in custody. When a prisoner leaves the prison to attend hospital they still appear on the muster of the prison they left. These two questions refer to lock ups or Graylands Hospital.

(20) *Can the Minister provide the internal review reports of the deaths in prison custody that occurred in 2010/11 that were conducted by the Department?*

Answer: Internal review reports are prepared by DCS for the purposes of informing the Coroner as all deaths in custody are required to be the subject of a Coronial Inquest.

The reports are prepared for that purpose and, therefore, it would not be appropriate, especially before an Inquest, to provide to members given the independence of the role of the Coroner.

### **Service Providers**

(21) *I refer to the annual report 2009/10 titled "Contract for the Provision of Court Security and Custodial Services" and ask if the Minister can provide a copy of the external auditor's review of the operations of G4S Custodial Services that was undertaken in February 2010 which looked at whether or not G4S Custodial Services has sufficient controls in place to manage costs?*

Answer: See attached report. (Attachment 6)

*(22) Can the Minister also provide a copy of the report of the follow up audit that was scheduled to occur in November 2010?*

Answer: DCS did not undertake the follow-up audit in November 2010 because of the heightened scrutiny of G4S invoices and progress of the original audit findings. DCS continues to manage G4S's invoices and claims.

Different invoicing arrangements have been established in the new CS&CS contract arrangements with Serco to place more emphasis on the contractor to manage and demonstrate costs.

*(23) Can the Minister advise whether the Enterprise Bargaining Agreement between G4S Custodial Services and the Trade Worker's Union that expired in July 2010 has now been signed and if so when?*

Answer: The Enterprise Bargaining Agreement between G4S Custodial Services and the Transport Worker's Union was registered with Fair Work Australia (AG2010/19737) on 1 December 2010.

*(24) What is the implication for this agreement now given that there is now a new contract provider (SERCO)?*

Answer: Serco and the Transport Workers Union have negotiated a new Enterprise Bargaining Agreement.

*(25) Can the Minister provide a copy of the replacement instrument and a copy of the previous instrument?*

Answer: Yes, see attached (Attachments 7, 8, 9). The current G4S Custodial Services EBA. Note these agreements are between G4S Custodial Services (or Serco) and the Transport Workers Union. DCS is not a party to these agreements.

*(26) How did the new agreement impact on the costs to the State in 2010/11 and the 2011/12 budgets?*

Answer:  
The 2010-2012 agreement between G4S Custodial Services and the Transport Workers Union provided for pay increases of 4.75% and 4.75% over 2 years.

The impact in 2010/2011 was \$285,000 as DCS had originally budgeted for an increase of 4% p.a.

As the contract with G4S expires on 30 July 2011, the EBA agreement has only a minimal one month impact on the costs to the State in 2011/12.

DCS will be making a submission for supplementary funding for the new contract arrangements with Serco which has an increased annual service fee.  
*Question No. 27: Hon Linda Savage asked –*

*(27) I refer to Budget Paper No 2, Vol 2 at page 798, dot point 1 and ask in light of the over representation of the Aboriginal and Torres Strait Islander (Aboriginal) population in Western Australia's prisons:*

**Answer:** In responding to this question there is a need to distinguish between programs for traditional Aboriginal offenders who, for a variety of reasons, are unsuitable for more mainstream programs (being moved out of country, language barriers, other cultural barriers) and Aboriginal offenders who are suitable for inclusion in mainstream programs where their culture becomes a responsivity issue.

*(27.1) What specific programs if any are there for Aboriginal prisoners only?*

**Answer:** Building On Aboriginal Skills (BOAS), Indigenous Family Violence (IFV), Indigenous Sex Offending Program (INSOTP).

Programs are only one of ten interventions for offenders which fall under DCS' philosophy of Making a Positive Difference. In addition to programs, there are other specific activities for Aboriginal prisoners including recreation, education and employment.

*(27.2) If there are no Aboriginal specific programs why not?*

**Answer:** Not applicable.

*(27.3) If there are programs that have been developed specifically for Aboriginal prisoners:*

*a) Who devise and developed each program?*

**Answer:** See part d.

*b) Who provides the program?*

**Answer:** See part d.

*c) How often has each program been run?*

**Answer:**

Number of Occurrences			
Program	2009	2010	2011
BOAS	14	15	9 booked + 8 scheduled
IFV	4	9	6 booked

			+ 5 scheduled
INSOTP	1	1	1

*d) Who is responsible for evaluating the program?*

Answer:

- The Building On Aboriginal Skills (BOAS) program was developed by Aboriginal psychologist Darrell Henry under contract to DCS. There was considerable consultation and feedback undertaken with a range of stakeholder groups. The program piloted at Greenough, Roebourne, Broome and Eastern Goldfields prisons. The program is delivered by DCS Aboriginal staff and is evaluated by DCS' clinical governance unit.
- The Indigenous Family Violence (IFV) was developed by the Office of Women's Policy in conjunction with Northern Territory Corrections and is run under licence in WA, delivered by DCS Aboriginal programs staff. It is evaluated by the clinical governance unit.
- The Indigenous Sex Offending Program (INSOTP) (which is for traditional Aboriginal men only) has been developed specifically for Aboriginal men in Western Australia. In the absence of research about Aboriginal sex offending, this program was initially developed on the basis of evidence about what works with sex offenders generally. Recently, additions have been included which are based on a risk assessment model formed in the north-west of the State with Aboriginal sex offenders. Individual sessions are included, specifically tailored to an offender's risk and need. The program runs each year at Greenough Prison and is evaluated by the clinical governance unit.

*(27.4) Of programs developed specifically for Aboriginal prisoners do any fit within the category of 'high intensity programs,' that is specifically developed for Aboriginal prisoners who are convicted of repeated offending over a significant period?*

Answer: INSOTP caters for Aboriginal men at either medium or high risk for sexual re-offending. It consists of 120 hours of group program which is supplemented by up to one hour per week of individual counselling for high risk offenders.

*(27.5) Of any specific programs developed for Aboriginal prisoners, are there any that have been developed specifically for Aboriginal women?*

Answer: BOAS has been developed for Aboriginal clients and is also suitable for Aboriginal women.

*(27.6) Of those programs offered to Aboriginal prisoners what is in place to ensure the program as developed is implemented as intended?*

Answer: The same procedures are in place for all treatment programs – programs facilitators are offered appropriate training in the program and are clinically supervised during program delivery.

Focus groups are used to evaluate standards in programs delivered in Western Australian prisons.

*(27.7) Are Aboriginal or non Aboriginal prisoners used as facilitators of programs?*

Answer: Prisoners are not used to facilitate any programs offered by DCS.

*(27.8) If yes to (16.7) in what circumstances, which programs and how often?*

Answer: Not applicable.

*(27.9) Are there any programs that are provided in Western Australian prisons that have been developed specifically for Aboriginal prisoners to provide mental health programs and if so what are the names of those programs?*

Answer: DCS focuses on offence specific programs.

*(28) I refer to Budget Paper No 2, Vol 2 at page 798, and the heading Outcomes and Key Effectiveness Indicators, and the 'rate of return to detention – juveniles' and the 2010/11 budget figure of 49% and I ask:*

*(28.1) What is the explanation for the estimates actual increase in 2010/11 to 51%?*

Answer: The estimated actual outturn for 2010/11 is 51% based on the latest YTD result of 51% as at quarter three.

*(28.2) What specific action will be taken in the 2011/12 financial year to ensure the target of 50% will be met?*

Answer:

In late 2009, the Community and Youth Justice (CYJ) division developed a number of performance indicators and targets to monitor and manage business activities within CYJ. These were designed to improve service delivery and accountability at branch and strategic levels. Additionally, the need for performance targets and indicators for Youth Justice Services (YJS) was identified by a range of stakeholders including the Auditor General and Inspector of Custodial Services.

YJS (community) performance indicators and targets measure the range of services including prevention and diversion services, advice to courts and releasing authorities and case management and supervision. Youth Custodial Services performance indicators measure a range of services and operational matters including education and training, programs and interventions, rates of escapes and serious incidents.



All YJS branches and centres are required to report against the performance indicators on a quarterly basis. Action plans are developed and reported against in instances where service delivery and compliance needs to be improved.

Since the Mid West Gascoyne and Goldfields Youth Justice Services (RYJS) began operating in 2008, the number of young people from these regions entering the justice system has reduced, as has the number of young people being remanded in custody in the metropolitan area.

Similar services are currently being implemented in the Kimberley and Pilbara through the creation of 62 new positions. Services in the West and East Kimberley commenced in January and April 2011 respectively while the Pilbara service will commence in July 2011. Performance measures are being monitored monthly to assess the effectiveness of these new services. Specifically the services will:

- provide early assessments of young people and interventions as preventative measures
- provide the provision of appropriate programs and interventions in their community to address criminogenic factors
- delay or prevent entry into the formal criminal justice system
- provide alternatives for release into the community rather than in detention through bail support
- work in tandem with other agencies in order to provide holistic joined up case management
- provide alternate pathways to ongoing offending behaviour

(29) *I refer to Budget Paper No 2, Vol 2 at page 798, dot point 1 and refer to the comments by the Minister for Health Dr Kim Hames reported in the West Australian on 26 August 2010 (Prison health overhaul is on the cards) that there was an unmet need in providing mental health services in prisons and I ask:*

(29.1) *What additional dedicated funding is in the 2011/12 budget to address this unmet need?*

Answer: There is no specific allocated budget for the provision of mental health services. Such services are funded out of the overall allocated budget for the Health Services directorate which provides services for both adults and juveniles in custody. The overall increase in budget allocation from 2010/11 to 2011/12 is answered in question 44.1.

(29.2) *What additional programs are funded in the 2011/12 budget to fund this unmet need in providing mental health services?*

Answer: Refer to 29.1.

*(29.3) Are there any additional funds in the budget for juvenile prisoners to address the unmet need for mental health services?*

Answer: Refer to 29.1.

*(30) I refer to Budget Paper No 2, Vol 2 at page 798, dot point 3 and the recent comments by Assistant Police Commissioner Gary Budge in the West Australian (11/12 June 2012) that 1000 repeat offenders in the east metropolitan area were behind many of the burglaries and that recidivists were from different backgrounds and I ask:*

*(30.1) Have any programs been developed to deal specifically with this identified group of offenders?*

Answer:

There are no programs specifically for repeat adult property offenders. However, offenders' treatment needs are assessed and the criminogenic programs, which specifically targets general risk factors, are suitable for this group of offenders.

There are no specific programs in the community which are targeted at young people who are repeat and recidivist offenders, as they are most likely to receive custodial sentences. However, if assessed as appropriate, psychological counselling is available in conjunction with a high level of supervision and case management.

Programs are available for repeat and recidivist young people in custody at Rangeview Remand Centre and Banksia Hill Detention Centre including:

- Emotional Management: a psycho-educational program that teaches anger management skills and appropriate methods of dealing with negative emotions.
- Girls Inside Out: a program specifically for young female offenders to assist in reducing recidivism through building relationship skills.

*(30.2) If specific programs have been developed who has developed them and who provides them within WA's prisons?*

Answer: The general criminogenic programs have been developed in New Zealand and adapted to a WA context. DCS staff and Communicare, under contract to the department, deliver the general criminogenic programs.

*(30.3) If no programs have been developed specifically for this identified group of repeat offenders why not?*

Answer: Not applicable.

*(31) I refer to Budget Paper No 2, Vol 2 at page 798, dot point 1 and I ask:*

*(31.1) Who specifically within the Department of Corrective Services is responsible for the accreditation of treatment programs?*

Answer: Programs are sourced according to their demonstration of efficacy and standards. In WA, programs adhere to the “What Works” core principles of Risk-Need-Responsivity which underpin effective interventions for offenders. Program integrity is monitored by the clinical governance unit by way of focus groups, site audits and supervision.

*(31.2) Who specifically within the Department of Corrective Services is responsible for monitoring the effectiveness of treatment programs?*

Answer: The DCS clinical governance unit.

*(31.3) How does the Department of Corrective Services measure effectiveness of treatment programs?*

Answer: The DCS’s Program Evaluation Framework is provided below.

#### Framework Methodology

The general goal of evaluation is to measure effectiveness. A three-stage offender program evaluation strategy has been adopted having the following components:

- Program integrity (congruence with ‘what works’ principles);
- Short-term impact (change in assessed recidivism risk); and
- Long-term effectiveness (program impact on recidivism rates).

The elements of the framework are presented diagrammatically in Figure 1 attached. (Attachment 10).

*(31.4) Which treatment programs provided by the Department of Corrective Services have been developed specifically to address a prisoners offending behaviour?*

Answer: All treatment programs have been developed to address offending behaviour through targeting a range of dynamic risk factors that are related to their offending and which can be changed.

*(31.5) Which treatment program provided by the Department of Corrective Services are educational programs?*

Answer: DCS’s suite of cognitive skills programs are psycho-educational in nature. Cognitive skills staff forward prisoner’s written work from the course to the Education and Vocational Training Unit (EVTU) to be assessed and those that meet the appropriate standard are deemed competent and provided an accredited

unit of study within the Certificate 1 in Gaining Access to Training and Education.

Several of the briefer programs such as Cognitive Brief Intervention (20 hours) Building on Aboriginal Skills (20 hours) Think First (60 hours) and Indigenous Men Managing Anger and Substance Use (IMMASU) (60 hours) could be classed as more psycho-educational in delivery style than the longer and more intensive programs which have a more therapeutic focus.

*31.6 Which treatment programs provided by the Department of Corrective Services in custody are high intensity, that is involve greater than 100 hours face to face contact?*

Answer:

The following programs involve more than 100 hours face to fact contact:

- |   |           |
|---|-----------|
| • Violent Offending Treatment Program   | 310 hours |
| • Medium Intensity Violence Program   | 132 hours |
| • Intensive Sex Offender Treatment Program                                    | 320 hours |
| • Indigenous Sex Offender Treatment Program<br>group plus individual sessions | 120 hours |
| • Medium Intensity Sex Offender Treatment Program                             | 115 hours |
| • Community Based Sex Offender Treatment Program                              | 115 hours |
| • Pathways Substance Use Program  | 100 hours |
| • Choice, Change and Consequence (for women)                                  | 100 hours |

*(31.7) How many prisoners for the calendar year 2010 undertook high intensity programs?*

Answer: The number of participants that undertook high intensity prison and community programs in the calendar year 2010 is shown in the tables attached. Table 1 shows the number of participants who undertook these programs in prisons across the State and Table 2 shows the number of participants who undertook these programs in the community. (Attachment 11)

*Question No. 32: Hon Giz Watson asked –*

***NGO programs/services***

*(32) Does this Division of the Budget cover all State funding for non government organisations (NGOs) including not for profit organisations that deliver programs/services connected with corrective services?*

Answer: Yes. In 2010/2011, offender services provided \$3,512,947.14 funding to NGO's, including not-for-profit organisations, for the delivery of treatment programs and services. In 2011/2012, offender services have planned for \$2,851,537.00 spending on externally delivered programs.

*(32.1) If no, where is this shown in the Budget?*

Answer: The budget represents treatment programs as defined by offender services. Other services provided by the not-for-profit sector are also funded by offender services and other parts of DCS.

*(32.2) Which NGOs will receive State funding in 2011/12 for treatment program delivery?*

Answer: See the attached table. (Attachment 12)

*(32.3) In respect of each of these, will you please state in detail:*

*a) the amount of funding?*

*b) the programs to be delivered?*

*c) the prison/location of the programs to be delivered?*

*d) the number of prisoners who will do the program in 2011/12?*

*e) the number of prisoners who are assessed as suitable to do the program in 2011/12, number of places permitting?*

Answer: For parts a to e, please see attached table. (Attachment 12).

*(32.4) Which NGOs received State funding in 2010/11 for program delivery?*

Answer: See the attached table. (Attachment 13)

*(32.5) In respect of each of these, will you please state in detail:*

*a) the amount of funding?*

*b) the programs delivered?*

*c) the prison/location of the programs to be delivered?*

*d) the number of prisoners who did the program in 2010/11?*

*e) the number of prisoners who were assessed as suitable to do the program in 2010/11, number of places permitting?*

Answer: For parts a to e, please see attached table. (Attachment 13).

*f) whether the program was evaluated?*

Answer: These programs delivered by NGO's were evaluated: Pathways, Medium Intensity Violence (MIV) and Indigenous Men Managing Anger and Substance Use (IMMASU).

*g) if yes to (f):*

*i) by what means?*

Answer: Psychometric testing and focus groups (Pathways and MIV) and focus groups (IMMASU).

*ii) with what results?*

Answer: Program evaluations are complex and some take years to determine efficacy due to the need to collect recidivism data. Evaluation reports and focus group reports are prepared and used to guide standards and service delivery.

*iii) where is this information publicly accessible?*

Answer: It is not publicly accessible.

### ***DCS treatment programs***

*(33) What is the budget in 2011/12 for DCS treatment program delivery?*

Answer:

Each branch of offender services is allocated an annual budget to accommodate the FTE and other expenditure relevant to that branch. The budget for program delivery is allocated across several branches and therefore, providing the budget, specific for program delivery is not easily identifiable.

However, it is estimated that the budget provided in 2011-12 for FTE involved in program delivery, preparing assessment reports, supervision of program officers, review of treatment completions, report assessment, clinical re-assessments is approximately \$9.0M. This is a total figure - more detailed costings for specific programs cannot be provided.

The budget allocation also provides for expenditure associated with travel, vehicles, accommodation and other administrative costs but a breakdown of these costs, specific to program delivery, is not recorded. DCS endeavours to provide a range of programs to meet offenders' criminogenic needs within existing budget parameters.

*(33.1) In respect of each of these, will you please state in detail:*

*a) the programs to be delivered?*

*b) the prison/location of the program to be delivered?*

Answer: For parts a and b.

Prison Program and Community Program to be delivered in 2011/12

The programs currently scheduled to be delivered and their proposed delivery locations in 2011/12 are listed in the attached tables. The actual location of the programs is dependent on the demand for the programs in each site. (Attachment 14)

*c) the number of prisoners who will do the program in 2011/12?*

Answer:

More than 2000 offenders will be offered places in a prison program across the state in 2011/12. DCS is currently projecting 2272 program places will be provided in prison programs. The number of offenders who will participate in programs is dependent on the demand for programs generated offender treatment assessments. Program participation in prison and community programs is monitored and calculated by DCS every quarter.

Participants in Community Programs in 2011/12

The scheduling of community programs is also shaped by the demand for programs. A program schedule for each new program unit is currently in the process of being drafted for consideration. A program schedule is currently pending for the recently established metropolitan programs units under DCS's new programs business model and will be finalised for 2010/11 end of year service delivery reporting to the Minister Corrective Services.

*d) the number of prisoners who are assessed as suitable to do the program in 2011/12, number of places permitting?*

Answer:

Assessments for Prison Programs in 2011/12

This data is calculated by DCS at the end of each quarter and the total number of prisoners assessed as suitable for a prison program can vary at any one time during any year. All prisoners serving an effective sentence of greater than six months are assessed for their treatment needs, generally within 28 days of sentencing.

In order to determine the appropriate treatment intervention, prisoners undergo an assessment for Violent Offending, Substance Use Offending, Sex Offending and Cognitive Skills. The prisoners' treatment needs are reviewed on a regular basis and can change. As a result, the demand for prison programs is monitored by the Department every quarter.

Assessments for Community Programs in 2011/12

The number of offenders assessed as suitable for a program also varies throughout any year, and is dependent on the number and type of referrals received from Adult Community Corrections (ACC) staff. Referrals for community programs are received from ACC and are assessed for program suitability. The referrals may relate to substance use offending, sex offending, and violent offending. Once a referral is received an assessment is conducted to determine program suitability – and, if appropriate, the offender is then placed on the demand list for a program. The demand list is regularly reviewed to determine where best to deliver programs within the community.

*(33.2) What is the estimate of actual expenditure in 2010/11 for DCS program delivery?*

Answer:

Similar to the reasons outlined above for 2011/12 program delivery budget costs, to provide actual expenditure would require a review of all pay periods during the 2010-11 financial year for each of the positions related to program delivery. This action would account for those positions that were vacant during any part of the year. By way of comparison, the budget provided for the same positions identified in Q33 in 2010-11 was \$8.1M.

*(33.3) In respect of each of these, will you please state in detail:*

*a) the programs delivered?*

*b) the prison/location of the program?*

Answer: For parts a and b.

Prison Program and Community Program Delivery in 2010/11

The programs that were delivered and their locations in 2010/11 are listed in the attached tables. Table 1 shows the prison programs and Table 2 shows the community programs. (Attachment 15)

*c) the number of prisoners who did the program in 2010/11?*

Answer:

Participants in Prison and Community Programs in 2010/11

The participants who undertook prison and community programs in 2010/11 are summarised in the attached tables. Current data is available up to the end of Q3 2010/11. Table 1 shows the participants in prison programs across the State in 2010/11 and Table 2 shows the participants in community programs across the State in 2010/11. (Attachment 16)

*d) the number of prisoners who were assessed as suitable to do the program in 2010/11, number of places permitting?*

Answer:



### Assessments of Suitability for Prison Programs in 2010/11

During quarters one, two and three of 2010/11, there were 2019 interventions identified as required through formal assessments. During the same time, DCS delivered 1106 places in these programs and an additional 323 places in interventions, not assessed through formal assessments. At the end of quarter three 2010/11, DCS projected more than 1900 places to be provided in prison programs by the end of 2010/11.

### Assessments of Suitability for Community Programs in 2010/11

At the end of quarter three 2010/11, DCS had provided 677 places in community programs and projected more than 900 places to be provided in community programs by the end of 2010/11. There were 1488 referrals received by Community Interventions during quarters one, two and three. Once a referral is received an assessment is conducted to determine program suitability.

*e) whether the program was evaluated?*

Answer:

The following programs were evaluated: Pathways, Medium Intensity Violence (MIV), Indigenous Men Managing Anger and Substance Use (IMMASU, Indigenous Family Violence (IFV), Building on Aboriginal Skills (BOAS), Violent Offender Treatment Program (VOTP), Medium Sex Offender, Intensive Sex Offender, Deniers, Choice, Change and Consequences (CCC), Change and Emotions, Breaking Out, Cognitive Brief Intervention (CBI) and Community-Based Sex Offender (CBSOTP).

*f) if yes to (e):*

*i) by what means?*

Answer: Psychometric testing and focus groups (Pathways, MIV, BOAS, VOTP, Medium Sex Offender, Intensive Sex Offender, Deniers, CCC, Change and Emotions, Breaking Out, CBI and CBSOTP. Focus Groups (IMMASU and IFV).

*ii) with what results?*

Answer: Program evaluation reports and focus group reports are internal DCS documents and reports on complex information, including recidivism data.

*iii) where is this information publicly accessible?*

Answer: It is not publicly accessible.

***Percentage and dollar figure of expenditure on custodial services***

*(34) In dollar terms and as a percentage of the custodial services budget for adults, what is the 2011/12 expenditure on:*

- a) rehabilitation?*
- b) Indigenous specific services?*
- c) health?*
- d) mental health?*
- e) training and education?*
- f) prisoners with mental or other disabilities?*
- g) evaluation of services?*

Answer: DCS does not maintain records of financial costs to the level requested, other than the following areas:

- c) health – \$29.234M (including mental health) (5.9%)
- e) training and education - \$17.755M (3.6%)

*(34.2) Could you please provide these figures for 2012/13, 2013/14 and 2014/15?*

Answer: The estimated total cost of adult corrective services is \$614.569 million in 2011/12 with forward estimate years adjusted for cost escalation provisions and government wages policies.

*(34.3) Is this proportion similar to or different from recent years?*

Answer: The ratio of costs has not materially changed.

*(34.4) If it is different, how is it different and what is the reason for the difference?*

Answer: Not applicable.

*(34.5) What research/data/reasons support these particular proportions?*

Answer: The allocations are based on established service levels and cost parameters in accordance with DCS cost models. Past performance is taken into consideration as well as strategic direction in accordance with the DCS strategic plan and government policy objectives.

*(34.6) In dollar terms and as a percentage of the custodial services budget for juveniles, what is the 2011/12 expenditure on?*

- a) rehabilitation?*
- b) Indigenous specific services?*
- c) health?*
- d) mental health?*
- e) training and education?*
- f) prisoners with mental or other disabilities?*
- g) evaluation of services?*

Answer: DCS does not maintain records of financial costs to the level requested, other than the following areas:

- c) health – \$1.041M (including mental health) (4.1%)*
- e) training and education - \$2.536M (10%)*

*(34.7) Could you please provide these figures for 2012/13, 2013/14 and 2014/15?*

Answer: The estimated total cost of YJS is \$100.547 million in 2011/12 with forward estimate years adjusted for cost escalation provisions and government wages policies.

*(34.8) Is this proportion similar to or different from recent years?*

Answer: The ratio of costs has not materially changed.

*(34.9) If it is different, how is it different what is the reason for the difference?*

Answer: Not applicable.

*(34.10) What research/data/reasons support these particular proportions?*

Answer: The allocations are based on established service levels and cost parameters in accordance with DCS cost models. Past performance is taken into consideration as well as strategic direction in accordance with the DCS strategic plan and government policy objectives.

### ***Young Adults Facility***

*(35) I refer to the Young Adults Facility, first referred to at page 797 of the Budget, and I ask:*

*(35.1) What are the cultural needs of Indigenous youth in respect of the design?*

Answer: DCS is currently evaluating responses from the tender process to operate and maintain the Young Adults Facility. The successful respondent will be required to demonstrate cultural competency with regard to the provision of services to Aboriginal young men.

Innovative approaches to managing Aboriginal and Torres Strait Islander and other major groups will need to be demonstrated. Respondents will need to demonstrate a thorough awareness of the recommendations and issues covered in the Royal Commissions into Aboriginal Deaths in Custody and recommendations of other inquiries.

*(35.2) How have these needs been taken into account in the design of the facility?*

Answer: The facility will operate from the current Rangeview Remand Centre designed for minimum security prisoners. The Aboriginal population of the facility is expected to be commensurate with that across all adult prisons.

The prescribed standards as outlined in the service specifications are:

- Aboriginal prisoners are engaged in programs that address their particular offence patterns in culturally appropriate ways.
- Suitable places are set aside where Aboriginal spiritual and cultural needs may be met for Aboriginal offenders.
- Facility management fosters and encourages Aboriginal prisoners being placed in the highest standard of accommodation.
- Facility management fosters the employment of Aboriginal prisoners in the highest position possible with regards to the prisoner's application, skills and knowledge.

The Service Specifications prescribe that the contractor must develop and maintain an Aboriginal Action Plan.

### ***Regional Youth Justice Services***

*(36) I refer to regional youth justice services, first referred to at page 797 of the Budget, and I ask:*

*(36.1) To what extent have the Regional Youth Justice Services in Kalgoorlie and Geraldton reduced the percentage of juveniles detained on remand?*

Answer: Between 2009 and 2011 Regional Youth Justice Services (RYJS) in Kalgoorlie and Geraldton have reduced the percentage of juveniles detained on remand by 36.4 %.

*(36.2) What number of juveniles from these areas have been detained on remand in Perth in each of 2009/10, 2010/11 and 2011/12?*

Answer: The number of juveniles from these areas that have been detained on remand in Perth are as follows:

- 2009/10: 44
- 2010/11: 28
- 2011/12: Not Applicable

*(36.3) What evaluation data regarding these regional youth justice services has been made publicly accessible?*

Answer:

An "Evaluation and Review of DCS and Implementation of the RYJS" in Kalgoorlie and Geraldton was completed on 30 June 2009. The report examined the process in relation to the implementation of RYJS and contained a total of 18 recommendations including the recommendation to continue the service and consider expansion into other areas.

The data reviewed as part of the review included:

- number of new clients
- number of clients that received treatment from the Intensive Supervision Program (compared to those that did not)
- number of Juvenile Justice Teams referrals (Police and Court)
- number of Youth Bail Option Program (YBOP) clients
- number of young persons who stay with YBOP more than once
- total number of days young persons spent in bail facility
- maximum number of days young persons spent in the YBOP per month
- number of Juvenile Justice Officer (Statutory) court referrals by type (Youth Community Based Order, Intensive Youth Supervision Order (without detention), Intensive Youth Supervision Order (with detention))
- number of referrals to Psychological Services by Category (counselling, sex offender counselling, court report or other)

Data from the report was not made publicly available (see Q36.4 and 36.5)

An outcome evaluation is currently being conducted by the department's Strategic and Executive Services branch. This is expected to be completed by 30 September 2011.

*(36.4) Where is this publicly accessible information to be found?*

Answer: The "evaluation and review of the development and implementation of the RYJS" was not made publically available as it was for internal departmental use. However, the report was provided to the Community Reference Groups for Geraldton and Kalgoorlie RYJS and the external stakeholders on the Youth Justice Steering Committee. These stakeholders were not departmental staff.

*(36.5) If that information has not been made publicly accessible, why not?*

Answer: As above. The report was for internal DCS use and those stakeholders directly involved with the implementation of RYJS.

*(36.6) In how many cases have these services prevented a juvenile on remand from being:*

*a) held in a police lockup?*

Answer:

RYJS has a presence in the Children's Courts across the state. Youth justice officers offer advice and information in relation to the young person's background and circumstances which assist the judicial officer in determine eligibility for bail. However the final decision remains with judicial officer and RYJS does not have a direct role in preventing a young person being held in custody on remand or in the a police lock up immediately following charges being laid by WAPOL.

RYJS only has contact with those young people in lock up for whom there is no responsible adult available to sign bail papers following charges being laid. At this time the service supports the young person to meet the conditions of their bail and attend court on the specified date.

There were 98 young people eligible for bail in Geraldton for whom there was no responsible adult and who were supported by RYJS in gaining bail between November 2008 and July 2011. These young people were either assisted directly from police lockup to a placement with a responsible adult in the community or placed at a bail accommodation facility. Of those young people approximately 33 were assisted with their bail directly from police lockup.<sup>1</sup>

There were 139 young people eligible for bail in Kalgoorlie, for whom there was no responsible adult and who were supported in gaining bail by RYJS between November 2008 and July 2011. These figures

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<sup>1</sup> These figures are not consistently captured accurately from 2008/9 on IFS or JIFY. Both figures have been manually counted for the period where data was available. Consequently the term approximate is recommended.

include young people who were assisted directly from police lockup and the local court to a placement at a bail accommodation facility (figures regarding placement with a responsible adult are not maintained in this location). Of those young people approximately 27 were assisted with their bail directly from police lockup.<sup>1</sup>

*b) transported to detention in Perth because they cannot meet bail conditions?*

Answer:

There have been no young people from the Geraldton or Kalgoorlie area who have been remanded to custody in Perth as a result of not having a responsible adult for bail purposes. Two young people from Kalgoorlie were however remanded to Perth due to the bail accommodation facility being at full capacity.

*(36.7) What progress has been made to date on regional youth justice services in the Kimberley and Pilbara?*

Answer: The RYJS commenced in the West Kimberley on 4 January 2011 and in the East Kimberley on 11 April 2011. The appointment of manager for the Pilbara RYJS has been completed and appointment of other staff has recently been completed. The service is scheduled to be operational by the end of July 2011.

### ***Community supervision services***

*(37) I refer to the Budget at page 799, cost per day of managing an offender through community supervision, for both adults and juveniles, and I ask:*

*(37.1) What is the total spending in 2011/12 on community supervision services for:*

*a) adults?*

Answer: \$77.057 million.

*b) juveniles?*

Answer: \$35.324 million.

*(37.2) On what specific services is this money allocated, and in what proportion?*

Answer: DCS does not maintain records of financial costs to the level requested.

*(37.3) Is this allocation and proportion similar to or different from recent years?*

Answer: Not applicable.

*(37.4) If it is different, what is the reason for the difference?*

Answer: Not applicable.

*(37.5) What research/data/reasons support these particular allocations and proportions?*

Answer: Not applicable.

*(37.6) Are there any plans to extend community services as happens in Queensland?*

Answer:

This question is not specific in respect of what services in Queensland are being referred to in order for DCS to provide a targeted response. Nevertheless, in this regard the Department's Adult Community Corrections directorate recently underwent a functional review designed to assess the effectiveness of the current approach to offender management and advise on potential improvement consistent with modern 'risk management' and evidence based standards.

As a result, DCS implemented a number of key recommendations including developing a new philosophy to reinforce its commitment to contribute to community safety through effective and responsible offender management, focused on reducing recidivism and public safety; a new staff structure that provides clear and concise lines of authority, enables consistent application of practice and enables a more efficient application of resources; and also influenced positive changes to a number of community corrections practices.

*(37.7) What budget is there for improving prisoner re-entry into the community?*

Answer: Total allocated budget for re-entry services is: \$11,804,421.

*(37.8) What training is to be provided to community corrections officers in 2011/12?*

Answer:

The following specialised courses have been scheduled:

- 1x Correctional Officer's Foundation Program - maximum 24 students.
- 2x Advanced Sex Offender programs - maximum 20 students per course.
- 2x Dangerous Sex Offender programs - maximum 20 students per course.
- 2x Mental Health Awareness - maximum 20 students per course.



- 1x Motivational Interviewing - maximum 24 students per course.
- 2x CBIS, TOMS and IFS - maximum 24 students per course.
- 2x Working with Female Offenders - maximum 24 students per course.
- 1x Undertaking Top Quality Case Management - maximum 24 students per course.
- 1x Screening and Assessment - maximum 24 students per course.

Further courses are scheduled as need is identified. In addition to the courses listed above, all community corrections officers (CCO) have access to the professional development courses and programs scheduled by the Corrective Services Academy through its Learning and Development Calendar.

*(37.9) What average caseload is predicted for individual community corrections officers in 2011/12?*

Answer: DCS does not conduct predictive modelling on CCO caseloads. CCO caseloads are impacted by several factors that are external to the department's control such as policing trends, and decisions of sentencing and releasing authorities.

*(37.10) Regarding the answers to 5.8 and 5.9, is this similar to or different from 2010/11?*

Answer:

DCS assumes the Hon Linda Savage meant 'regarding the answers to 37.8 and 37.9.' There are a range of functions provided through an ACC office such as duty, court, supervision of offenders and reports. It is difficult to provide an across the state average caseload given the number of variables such as vacant positions, part time staff, specialist portfolio staff and those only allocated report-writing.

The benchmark workload for ACC staff is between 27-31 cases and six reports in a calendar month in the metropolitan area. A lower benchmark of 20-25 cases and five reports due in a calendar month for regional areas acknowledges regional issues, including travel, relative distance from major regional centres and availability of external services and resources.

Please note that the benchmarks do not cap caseloads. Generally, officers work within these benchmarks, but can and do carry greater numbers from time to time. Work in excess of the benchmark is shared across the team in the branch.

*(37.11) If it is different, how is it different and what is the reason for the difference?*

Answer: Not applicable.

### ***Services and key efficiency indicators***

(38) *I refer to the Budget at page 799, services and key efficiency indicators, for adult corrective services and youth justice services. Regarding adult corrective services, the first key efficiency indicator listed is “contributes to community confidence” and the last is “contributes to reducing the rate of re-offending and imprisonment.”*

(38.1) *Are these indicators listed in order of priority?*

(38.2) *If no, what is the correct order of priority?*

(38.3) *How is the indicator “contributes to community confidence” measured?*

(38.4) *What reliable data is it based on?*

(38.5) *Why is something based on a (possibly inaccurate) perception/opinion a key indicator of performance?*

(38.6) *How is it relevant to actual outcomes and services?*

(38.7) *Regarding youth justice services, the key efficiency indicators do not include “contributes to community confidence” at all. Why is this?*

(38.8) *Are these indicators listed in order of priority?*

(38.9) *If no, what is the correct order of priority?*

(38.10) *Given that the first indicator is “diverts juveniles and offenders at risk from offending” and the last indicator is “contributes to reducing the rate of re-offending and detention,” why is it that over the page at page 800, Explanation of Significant Movements, Note 1, the Budget states that increases in FTE and the net cost of service are mainly attributable to, amongst other things, “growth in the numbers of youths in detention”?*

Answer:

For parts 38.1 to 38.10, the key efficiency indicators are reflected in the table and consist of the following:

- Adult Corrective Services: Cost per day of keeping an offender in custody.
- Cost per day of managing an offender in the community.
- Youth Justice Services: Cost per day of keeping a young person in detention
- Cost per day of managing a young person in the community.

The narrative under each service i.e. Adult Corrective Services and Youth Justice Services describes the outcomes of the services provided.

(38.11) *How much growth in numbers of youths in detention is estimates for 2011/12?*

Answer: On a daily average population basis, the number of youths in detention is forecast to grow from 178 in 2010/11 to 182 in 2011/12.

*(38.12) What are the drivers of this?*

Answer: Increases in average minimum sentence lengths, break and enter and robbery offences.

*(38.13) What is in the Budget to address this (please provide full details)?*

Answer: DCS is not funded for future growth in demand, however funding is sought by way of supplementation through the mid year review and budget processes, as required.

***Potential new prison sites***

*(39) I refer to the Budget at page 800, last dot point, "further exploration of potential new prison sites for long-term planning." I also note the September 2010 report of the Inspector of Custodial Services on his announced inspection of Casuarina Prison, which referred to the negative consequences for both financial cost and access to services and privileges preparatory to release if medium and particularly minimum security prisoners are placed in a maximum security facility, as at Casuarina.*

*(39.1) How many new sites are considered necessary for long term planning?*

Answer: There are a number of variables that this government needs to consider prior to any decision being made on how many, if any, new sites are required for long term planning. At this time the only decision that has been made is to review the work undertaken by the previous government.

*(39.2) What nature of new prisons is considered necessary in terms of:*

*a) age of prison population (adult, young adult or juvenile)?*

*b) gender of prison population?*

*c) security rating of prison population?*

*d) special services (e.g. culturally appropriate, mental health services, etc)?*

*e) other?*

Answer: For parts a to e - apart from the new prisons and work camps already included in the department's approved capital works

plan, no new prisons are being considered at this stage in the forward estimates period.

Beyond that, in accordance with Government's Strategic Asset Management Framework, DCS will review adult and youth offender population projections to determine the need for additional facilities.

*(39.3) Regarding each kind of new prison described above, what new sites are being explored?*

Answer: No new sites have been identified.

*(39.4) What is the order of priority for completion?*

Answer: Not applicable.

*(39.5) What is the time frame?*

Answer: It is anticipated that the review of potential new sites will be available for consideration by Government by 30 June 2012.

### ***Removal of cell ligature points***

*(40) I refer to the Budget at page 801, 13 lines down, removal of cell ligature points. Estimates expenditure for 2011/12 is shown as \$4,700,000 and nil thereafter.*

*(40.1) Given the original business case for the removal of cell ligature points had an estimates completion date of 2017/18, do the nil figures in the forward estimates mean that the government has decided not to continue support for cell ligature removal in its future Asset Investment Plans after 2011/12, or will this be decided separately each year?*

Answer: DCS has been asked to provide a program of works to Treasury as part of the 2012/13 State Budget process for funding consideration.

*(40.2) Regarding the 2010/11 program:*

*a) which prisons benefited?*

Answer: Hakea Prison.

*b) at each of those prisons, how many cells benefited?*

Answer: 199 cells.

*(40.3) Regarding the 2011/12 program:*

*a) which prisons will benefit?*

*b) at each of those prisons, how many cells will benefit?*

Answer:	Hakea	229 cells
	Bunbury	31 cells
	Albany	30 cells
	Greenough	25 cells
	Other Metro prisons	40 cells
	Other Regional prisons	25 cells

### ***IT systems***

*(41) I refer to the Budget at page 801, under both the heading "Completed Works – Juvenile Justice – IT replacement" and the heading "New Works – Corporate – System Management – DCS IT Systems."*

*(41.1) Will either or both of these enable further or better information to be recorded, or extracted from records, than currently?*

Answer: Yes.

*(41.2) If yes, will you please provide full details?*

Answer:

The current legacy Juvenile Justice system called IFS is over 15 years old and does not adequately meet the current needs of DCS. A replacement system will better meet the information capture and reporting needs of DCS.

The funding will also be used to replace a number of disparate database systems used within DCS. These systems, once migrated to the core business systems within DCS, will allow better information to be recorded and also provided enhanced reporting capabilities. The largest system within DCS, TOMS (Total Offender Management Solution) will undergo a major technology upgrade to ensure that this system continues to operate efficiently.

### ***Royalties for Regions***

*(42) I refer to the Budget at page 803, Income Statement, Income from State Government, Royalties for Regions Fund. It shows actual expenditure in 2009/10 as nil, in 2010/11 as slightly under budget at \$2,886,000 and then leaps to \$14,469,000 for the 2011/12 budget estimate and even higher in forward estimates for the next 3 years. From page 801, I can see that \$200,000 is going on capital works for Regional Youth Justice in the Kimberley and Pilbara and \$12,200,000 on capital works for regional work camp enhancement, totalling \$12,400,000.*

*(42.1) Could you please provide more details regarding:*

a) what the royalties for regions funds connected to this division are being spent on?

Answer:

	2010/11	2011/12	2012/13	2013/14	2014/15
	\$'000	\$'000	\$'000	\$'000	\$'000
<b>Youth Justice Services Expansion in the Kimberley and Pilbara</b>	2,886	11,943	13,450	13,980	15,536
<b>Regional Work Camp Enhancement Program</b>		1,400	4,400	4,400	
<b>Community Safety Network</b>		126	130	134	138

#### **Youth Justice Services Expansion in the Kimberley and Pilbara**

The project is for preventive and diversion options to be expanded, drawn together and integrated for young people in the Kimberley and Pilbara regions, to ensure programs and support for high risk young offenders that will further reduce detention in remand centres and improve the rate at which young people are managed within their community through responsible adults and supervised bail.

#### **Regional Work Camp Enhancement Program**

Funding for:

- Roebourne Town based Work Camp
- Gnowangerup Work Camp
- Upgrades to existing work camps

Providing the following:

- Ongoing commitments to regional development across the state
- Provides increased self sustainability opportunities for the department
- Addresses the safety and work related needs of staff though providing appropriate working environments
- Includes a range of local communities in the delivery of programs and services to prisoners
- Provides opportunities for prisoners to undertake reparative activities in regional locations across the state.

#### **Community Safety Network**

Regional Radio Network Replacement Program - Provision of a Conventional Digital Radio Network - Operating costs from Royalties for Regions.

*b) any evaluation, assessment or review that supports that amount of expenditure on those particular items?*

Answer:

Evaluation will be undertaken after the initiatives have been operating for a reasonable period of time. The estimated expenditure is in accordance with business cases prepared for each proposals, which are then subsequently approved by Cabinet. Review and reporting is conducted through the Royalties for Regions processes.

*c) why the expenditure is considered to be additional expenditure appropriate for the royalties for regions scheme rather than core Departmental expenditure, particularly in respect of initiatives for Aboriginal people given the high numbers of Aboriginal prisoners?*

Answer:

These projects are expanded activities of DCS focusing on improved regional service delivery.

### ***Proceeds from Sale of Industry Goods***

*(43) I refer to the Budget at page 806, Net Appropriation Determination, Proceeds from Sale of Industry Goods. Could you please explain what this figure represents, what has been sold?*

Answer:

Prison Industries (PI) employs prisoners in a range of activities designed to ensure prisoners are fully engaged. PI provides a teaching environment for skill development and assists in maintaining the self sufficiency of the public prison system. In addition to providing goods and services within DCS, PI also provides goods and services to other government agencies and the general public.

Items sold include:

- hides and carcasses from the prison abattoir
- furniture from the Cabinet Shop
- laundry services
- textiles and upholstery
- concrete products
- print shop products
- farm products, including dairy.

### ***Mental health services***

*(44) Further to my previous question, what specifically is in this Budget for prisoners who have mental health issues?*

Answer: Refer to 29.1.

*(44.1) How does this compare with what was in the 2010/11 Budget for this?*

Answer: The overall Health Services directorate budget comparison is set out below:

2010/2011	\$ 27,867,204
2011/2012	\$ 29,234,022

***Cultural awareness training in prisons***

*(45) What provision is included in this Budget for development, implementation and evaluation of ongoing cultural awareness training for staff in prisons?*

Answer:

- \$75 000 for general and regionally specific cultural awareness training available to all staff within prisons.
- \$94 000 for specific cultural safety training for health staff provided by the Aboriginal Health Council of WA.

The department, with COAG financial assistance, is developing a specific cross cultural training unit for new and current staff engaged in prisoner education. Additionally, it is developing a separate multicultural education induction unit for new prisoners entering the prison system; the curriculum will be designed to reflect the local regional area where the unit will be delivered.

*(45.1) How does the cultural awareness training that is provided differ between metropolitan and regional prisons such as Greenough?*

Answer:

The general/metropolitan cultural awareness/diversity training undertaken by staff covers the attached outcomes. (Attachment 17).

On completion of the general training, regional training is delivered with a focus on local traditions and practice utilising local/regional training providers with the following approach:

- visit from local Elder
- understanding local protocol and systems
- determine what strategies and policy exist in DCS in local area (translation services, AVS, TOYL, Peer programs, BOAS etc)
- build own network register

The outcomes to be achieved over 1/2 – 1 day of training revisit the Linking and Communicating with Community outcomes of:

- identify and utilises local resources and references within local context
- identify communication systems and policy
- developing effective workplace relationships
- building and maintaining links to local community



(Please note that this course is presently under review and the outcomes may be updated depending on stakeholder input).

### ***Provision of tutors in prison***

*(46) Has the funding for casual tutors increased in 2011/12?*

Answer: The funding for 2011-12 has increased in line with the consumer price index for the financial year.

*(46.1) If no, why not?*

Answer: Not applicable.

*(46.2) How are resourcing and infrastructure for education and training in prisons planned for so they can keep up with increasing demand?*

Answer: All plans include consultation between internal stakeholders, and the Education and Vocational Training Unit (EVTU).

The EVTU management team and individual prison education centres hold regular discussions with TAFE Institutes and other private training providers to organise any changes to training requirements.

*(46.3) What is in the Budget for provision of sufficient computers for prisoners, particularly prisoners at Acacia and Bandyup?*

Answer: There are 18 education centre computers located at Bandyup; they are for educational use only. Computers for legal or personal purposes located outside the education centre are the responsibility of the prison.

IT instruction, supply and prison education centre technical and maintenance support are provided through the EVTU/Offender Services budget. In addition to this assistance, in 2011-12, prisons will have access to \$25,000 for IT related programming.

In regards to Acacia Prison, the provision of budget for computers is the responsibility of the contractor.

### ***Professional development of prison education staff***

*(47) How much has been set aside in this Budget for ongoing professional development for education and training of staff in prisons, including but not limited to prison education staff?*

Answer:  
\$1.3 million has been identified by the Corrective Services Academy for the ongoing professional development of all staff within DCS.

In 2011-12, offender services has allocated \$125,000 towards professional development for all staff across the directorate. Each branch is provided with an annual budget and for training and professional development. The total amount loaded for professional development by the education and program branches is \$30,500.

The majority of the budget is maintained in a central account and a breakdown by individual branch staff and their location is not available.

In addition, the Satellite Training Section of the Corrective Services Academy augments existing staff development services by providing an integral, local delivery capability to offices/prisons/detention centres across the state.

In partnership with the Academy, the section contributes to ensuring that the business needs of DCS and divisions are met by developing and/or coordinating the delivery of relevant local training and assessment services to DCS employees and external clients. It ensures that locally delivered training and assessment meets the standards of the Australian Quality Training Framework and other standards as required. The section works with other branches of the Corrective Services Academy as necessary to design and deliver appropriate training and assessment to DCS employees and external clients.

The Satellite Trainers facilitate and validate local delivery and assessment for staff within their allocated prison/detention centre/region. In conjunction with the Academy the position identifies local training and development needs. Working in partnership with local management, the position advises, promotes and coordinates training and assessment within a customised delivery schedule.

The position coordinates the induction of all new staff, including the probation period for new custodial officers, by providing advice, coordinating mentoring, on-the-job training/experience and ensuring evidence portfolios requirements are met. It ensures quality and compliance of service delivery, by coordinating a training management system and providing advice and assistance in the area of training packages and competency based training and assessment to part-time 'local' trainers. The role also collects, maintains and reports on training and development outcomes.

The manager of the section is responsible for the management, administration and leadership of the section. The manager ensures a collaborative, coordinated approach to satellite training delivery. Working in partnership with local management, the manager manages, advises, promotes and coordinates training, within a customised delivery schedule. It ensures quality and compliance of service delivery by providing advice and assistance to local trainers in the area of training packages, training management and competency based training.

### ***Quality education for women at Roebourne Regional Prison***

*(47.1) What has been included in this Budget to ensure the service and education needs of Aboriginal prisoners in regional prisons are equivalent to that provided at metropolitan prisons, particularly women at Roebourne Regional Prison?*

Answer: The provision of services in regional areas is not exclusively dependent on budgets, as the availability of qualified instructors for training in those areas is a similar an issue being faced by the education sector in regional areas of the State.

The funding of education and the opportunities that can be offered to prospective female students in regional areas is necessarily influenced by the number of women residing in those prisons, the availability of appropriate staff to assist them, the infrastructure available for educational provision and the length of sentences that these women serve.

Within this context, the female prisoners at Roebourne and most other regional prisons are provided educational opportunities that, while not strictly equivalent to those offered to the larger female metropolitan prison populations, are appropriate to commence a reengagement with the educational system upon their return to the community.

### ***Prisoner numbers***

*(48) What is the projected growth in adult prisoner numbers by 2015/15?*

Answer: The adult prisoner population is expected to grow to 5,784 (lower bound) by 2014/2015. These forecasts are currently under review.

*(48.1) What is the projected growth in juvenile prisoner numbers by 2014/15?*

Answer: The youth custodial population is expected to grow to 202 on a daily average by 2014/15.

### ***Financial Planning***

*(49) I refer to the statement at page 11 of Report 68, dated September 2010, of the Office of the Inspector of Custodial Services "Report of an Announced Inspection of Casuarina Prison":*

*Budget funds are allocated on the basis of the number of prisoners anticipated to be accommodated for the coming year. Invariably and somewhat bizarrely, however, the annual operating budget allocation tends to be for a prisoner number that the prison has already exceeded....[T]his methods of funds*

*allocation is inefficient. It requires local management to request supplementary funding for a population already in situ. As such, this method compromises management's ability to plan ahead for a population that it knows will be substantially larger than currently, and also results in the incurrence of unnecessary costs (at the very least in terms of management's time and energy...[T]he established funding formula has been proven to be inappropriate and inefficient for many years...*

*(49.1) Has this issue been addressed in the 2011/12 Budget?*

Answer: No.

*(49.2) If yes, how?*

Answer: Not applicable.

*(49.3) If no, why not?*

Answer: DCS is constrained by the level at which Government approves prison budget settings. The budget setting for 2011/12 is for a Daily Average Population (DAP) of 4,600. The population as at midnight on 30 June 2011 was 4,648. DCS allocates funding to prisons to support a reasonable expectation of prison population and provide prisons with as manageable a prison budget as is practicable within approved budget settings.

***Re-entry planning/through care programs***

*(50) I understand Outcare is currently the only program operating in this area, but that some Aboriginal prisoners refuse to use it.*

*(50.1) Is this correct?*

Answer: No, Outcare is not the only program provider in this area. Outcare is the provider to male metropolitan prisoners.

*(50.2) If no, could you please clarify the situation for me?*

Answer: DCS contracts a total of nine service providers throughout the State to provide a re-entry link program to prisoners, as detailed in the following table:

**Re-entry Link Services**

Organisation	Location	Region
Outcare	Metropolitan	Male Prisoners
Ruah	Metropolitan	Female Prisoners
Regional Counselling & Mentoring Services	Albany	Great Southern

AccordWest	Bunbury	South West
Centrecare	Kalgoorlie	Eastern Goldfields
Geraldton Resource Centre	Geraldton	Mid-West
KMD	Roebourne	Pilbara
Men's Outreach Services	Broome	West Kimberley
Ngonwar Awerwah Aboriginal Corporation	Kununurra	East Kimberley

(50.3) *If it is correct:*

*a) What is the nature of the concerns expressed by the people who refuse to use the program?*

Answer:

Engagement with the re-entry link program is voluntary and therefore, it is not a matter of prisoners refusing to use the program but rather electing not to engage in the services offered. They may engage with certain aspects of the program, for example: attending Life Skills sessions; obtaining a Driver's Licence; obtaining identification documents to assist with employment or Centrelink requirements; or they may engage on a long-term and ongoing basis receiving assistance with employment, accommodation, transport and other issues throughout the 18 month period of the available support period.

*b) Are these concerns being addressed and if so, how?*

Answer:

All prisoners, when they reach the eligibility period of six months pre-release, are interviewed by either the service provider or the Transitional Manager based at each prison, to advise them of the availability of the re-entry link program, assess their needs and encourage them to engage with the service provider to meet those needs. Referrals to various services to meet those needs are also made at this time. The program is voluntary.

*c) How many prisoners are using the program?*

Answer:

Service providers enter data regarding clients they are seeing into a Departmental re-entry portal, registering a prisoner as a casual client, that is, up to 3 sessions only, or a formal client participating in ongoing engagement and support. Below is a table showing the total number of prisoners engaged in the Re-entry Link program in the nine months to 31 March 2011.

Re-Entry Clients 1-JULY-2010 to 31-March-2011							
	Aboriginal			Non Aboriginal			
	Pre-Release	Post-Release	Total	Pre-Release	Post-Release	Total	All Total
<b>TOTAL</b>	<b>2031</b>	<b>360</b>	<b>2159</b>	<b>1978</b>	<b>298</b>	<b>2057</b>	<b>4216</b>
<b>** NOTE - Total &amp; All Total are distinct client totals</b>  <b>*** NOTE - Totals may not equal the sum of pre- and post-release as a client may be counted as both</b>							

*d) How many further prisoners are eligible but refuse to access that program?*

Answer:

The re-entry link program is a voluntary service that prisoners can elect to fully engage in, engage in only some aspects of the program, or not engage at all. Some prisoners engage in the program intermittently, opting in and out of services throughout the course of their sentence. This makes it impractical to keep statistics on those prisoners who do not engage and their reasons for doing so.

### ***Prisoner health***

*(51) Is the Department collecting information about prisoner health as happens in New South Wales?*

Answer: Yes

*(51.1) If yes, could you please provide details?*

Answer:

DCS' Health Services directorate participates in the Australian Institute of Health and Welfare, Prisoner Health Information Group's (PHIG) annual health survey of prisoners.

Additionally, the Health of Prisoners Evaluation (HOPE) Pilot project was a research study conducted in 2008 (by Edith Cowan University) and approved by DCS' Research and Evaluation Committee (REC) and supported by the Health Services directorate. The study surveyed prisoner mental and physical health in Casuarina and Bandyup Prisons using self report methodology. The researchers are planning to conduct a comprehensive follow up pilot project, subject to securing funding and research application approval.

*(51.2) If no, why not?*

Answer: Not applicable.

### ***DCS management structure***

(52) *Could you please clarify for me who at DCS has responsibility for delivery of the following services:*

*a) in prison education and training?*

Answer: EVTU (Offender Services directorate).

*b) prisoner health in custody?*

Answer: Health Services directorate.

*c) drug and alcohol treatment and programs?*

Answer: Offender Programs (Offender Services directorate).

*d) anger management treatment and programs?*

Answer: DCS does not offer 'anger management' programs. DCS, through the Offender Services directorate, currently provides a suite of programs that address violent offending behaviour. These programs are available in most prisons throughout the State and some community locations for offenders subject to community sanctions.

These programs include the Violent Offender Treatment Program, the Medium Intensity Violence Program, the Indigenous Family Violence Program, the Domestic Violence Program, Families Without Fear, Men's Domestic Violence Group Program, Changing Tracks, Stopping Family Violence Program,

*e) re-entry planning and through care?*

Answer: No single branch, directorate or division. These services are managed by various areas of DCS in line with our integrated offender management approach.

*f) case management at re-entry?*

Answer: No single branch, directorate or division. These services are managed by various areas of DCS in line with our integrated offender management approach.

### ***Progress since Auditor General's report of June 2008***

(53) *I refer to Report 4 dated June 2008 of the Auditor General "Performance Examination – The Juvenile Justice System: Dealing with Young People under the Young Offenders Act 1994".*

(53.1) *What progress has been made to date on the following recommendations:*

*a) That DCS improve the juvenile justice team program by improving timeliness and ensuring that action plans support the young person's rehabilitation and address the nature and causes of their offending?*

Answer:

To address this recommendation YJS has made prevention and diversion for young people a primary focus. Since the Office of the Auditor General's review in the juvenile justice in Western Australia in YJS has:

- employed an additional 8 Juvenile Justice Team (JJT) Coordinator positions
- established the RYJS strategy in Geraldton and Kalgoorlie in late 2008 and expanded the services through Royalties for Regions \$43.86M funding into the East and West Kimberley in January 2011 and April 2011 respectively and with the Pilbara service scheduled to commence at the end of July 2011. RYJS provides prevention and diversion services for young people who have minor offences or are at risk of offending.

YJS has also implemented regular reporting on the timeliness of the JJT Family Group Meetings being completed. This performance indicator benchmarks 80% of the JJT Family Group Meetings being held within six weeks. For 2010/11, 77% of JJT Family Group Meetings were held within time. YJS centres not achieving the target have developed action plans to improve performance.

*b) That DCS and Western Australia Police work together to establish clear responsibilities for ensuring that all victims of juvenile crime have the opportunity to become involved in juvenile justice teams, including participation which does not involve them appearing in person?*

Answer:

DCS and WAPOL have developed a Memorandum of Understanding (MOU) and a jointly developed JJT operational manual that outlines the responsibilities for both agencies to ensure that victims participate in the JJT process.

Victims are regarded as central to the JJT process. YJS ensures that where there is an identifiable victim, they are always invited to attend and are encouraged to provide a victim statement in instances where they choose not to attend. Victim statements are represented at meetings by the police officer in attendance.

Court Conferencing is another JJT process in which young people can complete action plans demonstrating their willingness to changing their



offending behaviour prior to being sentenced. Court Conferencing can only be referred by the court and a willing victim must be identified to engage in the process.

YJS has developed a performance indicator to ensure that victim participation in the JJT process is a priority. The state wide target for victim participation in the JJT process is 50% and currently YJS are achieving an year to date average of 56%.

*c) That DCS and the Department for Child Protection work together to provide state-wide alternatives to detention for young people who need supervision and accommodation while on bail?*

Answer:

In coordination with the Department for Child Protection (DCP), DCS:

- revised the MOU for the protocols and procedures for young people who are jointly managed by both departments. This MOU is intended to ensure a seamless service provision for jointly managed clients
- will be conducting a pilot late 2011 at North Metropolitan YJS targeting young people in custody identified as being in the care of the Chief Executive Officer of the DCP. The pilot will be integrated into the DCS revised case management model.

DCP is continuing to reform its Residential Care Services which will be available for young people in the Chief Executive Officer's care. This includes establishing a total of 128 Family Group Home placements and 56 Assessment and Treatment placements at Residential Group Homes.

The establishment and expansion of the RYJS has provided state wide alternatives to remanding young people in custody. As part of RYJS the YBOP has been tendered in the metropolitan and selected regional areas. YBOP provides short term accommodation for young people on bail where no responsible adult can be located.

YJS has further revised the Supervised Bail Unit and expanded it to become the Metropolitan Youth Bail Service (MYBS). The MYBS commenced operating from new premises located in Victoria Park on 9 May 2011. The MYBS provides the following services to young people:

- Point of arrest intervention: provision of advocacy, advice, assessment and identification of a responsible person to take up bail for young people. In the event these options can not be achieved the MYBS will assume the role of the responsible person subject to suitable accommodation being available.
- Identification of short and long term bail placements.

- Ensures the young person attends Court at the requested time with an understanding of the court process.
- Link young people into relevant programs and services to address their offending behaviour and ensure adequate supervision and monitoring whilst on bail.
- Assesses alleged breaches of supervised bail conditions.

When the full compliment of staff is employed and operational at MYBS the service will also provide:

- extended hours service including coverage until 11pm on Fridays and Saturdays
- seven day a week service including servicing the Saturday Children's Court.

*(53.2) What budget and resources have been put into these recommendations in 2011/12?*

Answer:

Funding for the JJT, including Court Conferencing, is subsumed into the core operational budget of YJS and is not able to be reported independently. An additional \$645 996 from the *Cannabis Law Reform Act (2010)* funding has created an additional JJT team at the Mandurah Youth Outreach Centre.

The Youth Bail Options Program budget for 2011/2012 is as follows:

Geraldton RYJS:	\$445 000
Metropolitan:	\$365 000
East Kimberley RYJS	\$400 000
Additional redirected funding:	\$65 000
Geraldton RYJS:	\$445 000
Metropolitan:	\$365 000
East Kimberley RYJS:	\$400 000
Additional redirected funding:	\$65 000
Geraldton RYJS:	\$445 000
Metropolitan:	\$365 000
East Kimberley RYJS:	\$400 000

In addition to the core MYBS budget an additional \$651,411, from redirection of internal departmental funding, has been allocated to the service.

*(53.3) How does this compare with 2010/11?*

Answer:

The total budget for JJT in 2010/2011 was \$1,188,168. The Youth Bail Options Program (YBOP) budget for 2010/2011 was:

Geraldton RYJS	\$329 000
Kalgoorlie RYJS:	\$372 000
Metropolitan	\$365 000

Total YBOP budget:	\$1 066 000
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There has been a \$1,633,996 increase for YBOP contracts in 2011/2012 as compared to 2010/2011.



**Department of  
Correctional Services  
Prison Security and  
Custodial Services  
contractor charges  
June 2010**

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## **Inherent limitations**

This report has been prepared as outlined in the Scope Section of this report. The services provided in connection with the engagement comprise an advisory engagement which is not subject to assurance or other standards issued by the Australian Auditing and Assurance Standards Board and, and consequently no opinions or conclusions intended to convey assurance will be expressed.

Due to the inherent limitations of any internal control structure, it is possible that fraud, error or non-compliance with laws and regulations may occur and not be detected. Further, the internal control structure, within which the control procedures that have been subject to the procedures we performed operate, has not been reviewed in its entirety and, therefore, no opinion or view is expressed as to its effectiveness of the greater internal control structure. The procedures performed were not designed to detect all weaknesses in control procedures as they are not performed continuously throughout the period and the tests performed on the control procedures are on a sample basis. Any projection of the evaluation of control procedures to future periods is subject to the risk that the procedures may become inadequate because of changes in conditions, or that the degree of compliance with them may deteriorate. Reference to the word "review" throughout this report has not been used in the context of a review in accordance with assurance and to the standards issued by the Australian Auditing and Assurance Standards Board.

We believe that the statements made in this report are accurate, but no warranty of completeness, accuracy or reliability is given in relation to the statements and representations made by, and the information and documentation provided by, G4S and Department of Corrective Services management and personnel. We have not sought to independently verify those sources unless otherwise noted within the report. We are under no obligation in any circumstance to update this report, in either oral or written form, for events occurring after the report has been issued in final form unless specifically agreed with Department of Corrective Services.

The internal audit findings expressed in this report have been formed on the above basis.

## **Third party reliance**

This report is solely for the purpose set out in Section [refer to "Scope" section] of this report and Department of Corrective Services' information, and is not to be used for any other purpose or distributed to any other party without KPMG's prior written consent.

## Background

The Department of Corrective Services (DCS) is responsible for the effective management of offenders in custodial care in Western Australia (WA). Under the contract with DCS, G4S Custodial Services provides Court Security and Custodial Services including escorts and movements for persons in custody.

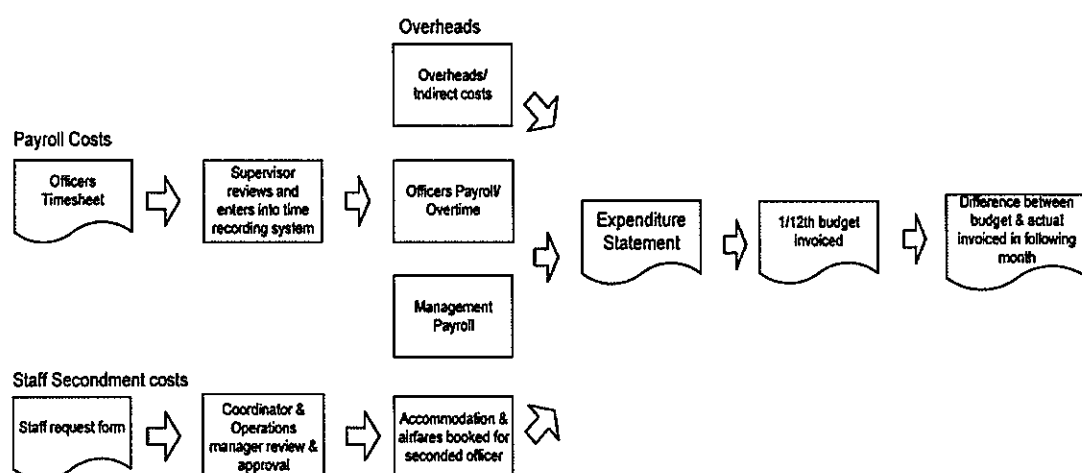
G4S have been providing services to the Department for approximately 10 years, under a cost-plus contract arrangement. The contract is currently due for retendering, for award in 2011.

The year to date actual expenditure at the end of the period being considered (i.e as at 31 January 2010, was approximately \$14.05m). The corresponding year to date budgeted amount was \$12.85m, representing an unfavourable variance against budget of \$1.21m.

DCS is invoiced 1/12<sup>th</sup> of the budget on a monthly basis and any cost under/overruns are adjusted through an additional invoice or a credit note in the following month. Additionally, on a monthly basis, a variance analysis is performed which identifies the difference between budgeted costs and actual costs incurred for the month.

### Expenditure statement preparation

The following diagram represents the process for key expenditure items invoiced by G4S to DCS under the contract:



## Objectives and scope of this review

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A review was performed in April 2010 of processes, systems and controls established by G4S in managing charges under contracted services between the period 1 July 2009 to 31 January 2010. The purpose of this engagement was to assist DCS in understanding processes and controls established by the Contractor in calculating amounts charged under the agreement. In doing so we:

- Obtained an understanding of the Contractor's processes through stakeholder consultation and consideration of established policies and procedures; and
- Performed sample testing of charges claimed during the review period to supporting documentation to check that established processes and controls were in operation.

This included consideration of controls established by the Contractor to ensure the following:

- Charges claimed relate directly to the provision of services under the contract with DCS;
- Overheads included within the overhead charges under the contract were not duplicated through direct and indirect costs attributed to the contract; and
- Services invoiced were in accordance with hours required and delivered.

Details of the sample testing performed are provided in Appendix 1.

Our sample testing of contractor charges did not highlight any exceptions in checking that costs had been incurred by the contractor for services provided to DCS. The observations raised in the body of this report relate to the controls that should be implemented in order to increase the transparency as well as manage the cost effectiveness of charges under the contract.

# Observations

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## 1. Accountability for costs compared to the baseline service model

### Overview

A Daily Activity report was introduced by the G4S Business Manager in April 2010 to require site supervisors to provide justification for overruns against baseline assumptions in relation to staffing for court security services based on court configurations.

### Observations

- Prior to April 2010, variances from staffing baseline assumptions were not monitored for appropriateness and tracked. Our discussions with a sample of site supervisors indicated that these assumptions were previously not well understood and were not assigned accountability for management.
- We were advised that as this control was only recently introduced at the time of this review, not all sites were completing and submitting the Daily Activity Reports on a consistent basis.
- Due to resource constraints, we were advised that limited analysis of results from Daily Activity Reports is performed to enable causal factors to be identified and addressed.
- Whilst the Daily Activity Report has been established for baseline assumptions in relation to court security services, a similar control has yet to be established for prisoner transport services.

### Implications

The incomplete take-up and analysis of activity against baseline assumptions, as well as the lack of monitoring of prisoner transport activities, could lead to inappropriate charges or inefficiencies not being identified and addressed in a timely manner.

### Recommendations

We recommend that G4S:

- Enforce and report to DCS on the completion of the Daily Activity sheet for all metro and regional supervisors. **(R1)**
- Establish a baseline monitoring tool for Prisoner transport services to enhance the current level of analysis which can be performed. **(R2)**
- Establish central collation of data from the Daily Activity report to allow trend analysis and the identification of causal factors for variances to be addressed. This should be facilitated by dedicating appropriate resource and accountability within G4S for ensuring that R1 and R2 are effectively performed. **(R3)**



## Observations (cont)

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### 2. Employee secondment approval process in prior calendar year

#### Overview

Due to limitations in the availability of staff in regional areas, officers are seconded from Perth to meet service demand. Secondments are used at the request of the site supervisor via a Staff Request Form and subsequent completion of a Travel Request Form for approval by the G4S General Manager.

#### Observations

Up until April 2010, the secondment approval process involved the Rostering Officer reviewing the Staff Request form for reasonableness, and submission to the Divisional Coordinator for further consideration if deemed necessary. The prior staff request form did not require formal sign off by the key personnel (e.g. divisional coordinator, General Manager, etc).

*We note that the revised process now requires review and sign off by G4S management over secondment decisions prior to being effected. However, there is at present no formal requirement for secondments over specified thresholds to be escalated and approved by DCS prior to being employed.*

#### Implications

The lack of independent approval of secondments may result in inefficient rostering practices not being readily identified and addressed in a timely manner.

#### Recommendations

We recommend that G4S ensure that the revised secondment approval process is adhered to. Consideration should also be given to requiring DCS approval for secondments where these may exceed certain thresholds over baseline service requirements. **(R4)**

## Observations (cont)

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### **3. Labour Market shortages in remote regions**

#### Overview

G4S provide services for sites both within the Regional and Metropolitan area. The allocation of personnel amongst these regions is based on the service delivery model and the forecast demand for these regions. If insufficient personnel are available, secondments are be utilised to meet service requirements.

#### Observations

- Based on staffing analysis performed by G4S, it has been recognised that permanent staff in regional sites are below the requirements as per the service level for the forecast demand, therefore necessitating an ongoing requirement for secondments and associated costs.
- It is noted that G4S are aware of this situation and have communicated this with the Department of Corrective Services. Furthermore, G4S have recently contracted the services of an external consultant to assist in the development of workforce recruitment and retention strategies.

#### Implications

The current shortage of permanent staff to meet regional service delivery requirements necessitates the use of secondments, associated costs as well as overtime by the limited personnel available, thereby increasing the overall cost of service delivery.

#### Recommendations

We recommend that DCS Management give consideration to workforce gaps within regional areas when preparing subsequent operating budgets for G4S. This includes consideration of additional costs likely to be incurred for staffing requirements in regional areas (e.g. differing pay rates, allowances etc) so as to ensure that they are appropriately budgeted for. This should be performed in addition to gaining satisfaction that recruitment and retention strategies have been thoroughly considered and implemented by G4S. **(R5)**

## Observations (cont)

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### 4. Adequacy of variance analysis

#### Overview

Currently, variance analysis is performed between groups of expenditure items and budgeted amounts. The variance analysis is performed on a monthly basis with actual costs compared to the budget as approved by the Department of Corrective Services.

#### Observations

- The high level nature of the current variance analysis does not provide sufficient detail on the line items within highlighted variances (e.g. Payroll Costs are inclusive of meal allowances, vehicle allowances and training salaries).
- Furthermore, it was noted that the budget is not flexed to reflect variations within the driver inputs. For example, the budget does not account for increases or decreases in the number of court sessions and prisoner movements across different months (given historical trends) to identify variances in budgeted monthly costs.

#### Implications

The current variance analysis does not provide sufficient detail or analysis to enable expenditure and cost drivers to be clearly understood in order for underlying causes for budgets overruns to be highlighted and addressed.

#### Recommendations

We recommend that G4S enhance the quality of the variance analysis performed by:

- Providing line-by-line detail for variances which exceed certain thresholds as well as associated commentary **(R6)**.
- Implementation of cost driver budget analysis on a monthly basis to compare actual costs with expected costs based on cost driver inputs. Variances exceeding agreed thresholds should be investigated and explained within monthly reporting processes to DCS **(R7)**.
- Extend the cost driver budget analysis described in **R7** on a site-by-site basis to identify sites which are incurring high variances for further investigation. Similarly, variances exceeding agreed thresholds should be investigated with appropriate commentary included in monthly reports. **(R8)**.

## Appendix 1

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Work performed and discussions conducted as part of this review included:

Sample testing of 20 officer payroll costs to check the following:

- Hours agreed to G4S' time recording system
- Timesheets were completed and reviewed by the supervisor;
- Contracts of employment were in place to confirm the existence of employees, that their employment was in relation to the DCS contract and;
- Pay rates charged to DCS agreed to the amount as per the employee's employment contract;

In addition, sample testing was performed for a further seven salaried management personnel to check that payment amounts agreed to signed employment contracts.

- Checking of invoices to DCS to identify whether the amount invoiced agreed to the internal expenditure statements maintained by G4S;
- Comparison of actual versus budget expenditure items to identify items which consistently have a high variance to budget. These expenditure items (which included "Management Payroll", "Officers' Overtime", "Officers Casual", "Travel and Overnight accommodation" and "Consumables") were discussed with G4S to understand the reasons for the ongoing variances;
- Walkthrough of the travel and overnight expenditure approval process;
- Consideration of overhead costs and how these are not duplicated in other contract charges; and
- Discussion of drivers for variances between budget and actual costs with Metropolitan, Regional and Transport coordinators and a sample of site supervisors.

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## **1 THE AGREEMENT**

### **1.1 TITLE**

This Agreement will be known as the GSL Custodial Services Pty. Ltd. CSCS WA and the Transport Workers Union of Australia Agreement 2007.

### **1.2 APPLICATION OF AGREEMENT**

1.2.1 This Agreement has been negotiated between GSL Custodial Services Pty. Ltd. (the employer), and the Transport Workers Union of Australia (the Union) for the Prisoner Movement, Court Security and Custodial Services operations undertaken by the Company at its West Australian sites under the CSCS Contract.

1.2.2 This Agreement is binding on the Union and will apply to its officers and members and the employer and the employees of the employer, employed at GSL Custodial Services CSCS West Australian sites who are members or eligible to be members of the Union but excludes the positions of General Manager, Managers, Coordinators, Liaison Officers, Administrative and Clerical employees.

### **1.3 DURATION AND RENEWAL**

1.3.1 This Agreement will come into operation from the date of lodgment with the Workplace Authority and has a nominal expiry date of 1 July 2010

### **1.4 WAGE INCREASES/NO EXTRA CLAIMS**

1.4.1 It is a condition of this Agreement, that the Union and its members 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 GSL Custodial Services policy will supplement the clauses to 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 Commission or Industrial Relations Commission means the Australian Industrial Relations Commission.

1.7.2 Ordinary Rate of Pay shall mean the base classification rate for the employee's Level as prescribed by Clause 3.1 of this Agreement unless expressly provided as otherwise.

1.7.3 Union Means the Transport Workers Union of Australia.

1.7.4 Union Delegate Means the Union representative for the union members on a worksite.

1.7.5 Company or Employer shall mean GSL Custodial Services Pty. Ltd.

1.7.6 Employee means an employee of GSL Custodial Services CSCS employed as a permitted employee in the contract for the provision of Court Security and Custodial Services under the CSCS contract with the West Australian Government.

1.7.7 Trainee means an employee of the company employed as a casual for a set period of pre-service training as determined by the company.

## **2 CONDITIONS OF EMPLOYMENT**

2.1 Employment requirements for employment at CSCS and in positions covered by this Agreement, is subject to:

2.1.1 Providing police, security, traffic and criminal history clearances to the satisfaction of the Employer and the Department of the Attorney General;

2.1.2 Providing medical and employment history to the satisfaction of the employer and the Department of the Attorney General;

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 and driving assessment;

2.1.4 Obtaining and retaining as required, an authorisation issued by the Department of the Attorney General, 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 company 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 CSCS employees. The company 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 appointments (including promotions) will be subject to a probationary period of six (6) months.

## **2.3 CONTRACT OF EMPLOYMENT**

2.3.1 Advice on Engagement.

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 engaged for a minimum of thirty (30) ordinary hours each fortnight or if permanently appointed to a site for a minimum number of hours as agreed for that site.

2.3.2.3 Senior Officers will be appointed at locations and in numbers as agreed between the Company and the Union. Senior Officers will not be eligible to receive Service Recognition Payments.

### 2.3.3 Probationary Period

2.3.3.1, Permanent flexi-time probationary, permanent flexi-time restricted permit and casual employees will be engaged for an initial six (6) month probationary period (after a period of training) 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 clause 2.3.3.1 and 2.2.2 shall apply.

2.3.3.2 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 afforded additional training, mentoring or supervision for a period up to three months.. In all cases the provisions of clause 2.2.2 will apply

### 2.3.4 Casual Employees - Special Provisions

2.3.4.1 A casual employee shall be employed by the hour and 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 percent (20%) loading. Overtime and shift penalties shall be calculated at the normal hourly rate plus 10% plus the applicable penalty.

2.3.4.2 A casual employee shall not be entitled to the benefit of annual and personal leave.

### 2.3.5 Permanent Flexi- time - Special Provisions

2.3.5.1 The engagement on any day shall be not less than four ordinary hours within the spread of ordinary hours.

2.3.5.2 A permanent flexi-time employee shall receive payment of wages, annual leave, public holidays, personal leave, long service leave and bereavement 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.

2.3.5.4 Permanent Flexi-time employees shall be paid for all ordinary hours worked, at the hourly rate applicable to the position to which the employee is appointed.

### 2.3.6 Calculation of Continuous Service

2.3.6.1 The following shall be the formula for determining continuous service for the purpose of calculating entitlements to:

Long Service Leave  
Notice of Termination or payment in lieu of notice  
Severance Payments  
Sick Leave  
Annual Leave  
Parental Leave

2.3.6.2 In the cases of unpaid absences (including absences for the purpose of receiving workers compensation benefits) continuity of service shall not be broken unless and until the services of the employee are formerly terminated during the absence. However, during such unpaid period of absence no entitlements under this Agreement shall accrue and the unpaid period of absence shall not be taken into account when calculating such entitlements.

2.3.6.3 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 - Verbal Warning**

Should an employee's behavior 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 behavior and/or performance that is required.

An employee representative must be present if requested by the employee.

A record of the verbal warning shall be placed on the employees personnel file.

2.4.1.2 Step Two – The First Written Warning Should the same, similar or other form of unacceptable behavior and/or performance by the same employee recur a first written warning shall be issued. Should this be necessary the following shall occur:

#### **2.4.1.2.1**

2.4.1.2.2 The employee must be informed that this is a first written warning and the reasons why it is occurring.

2.4.1.2.3 The employee must be told what actions and/or behavior is UNACCEPTABLE, what action and/or behavior is ACCEPTABLE. A copy of the first written warning shall be placed on the employees personnel file.

### **2.4.1.3 Step Three – Final Written Warning**

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**

Where a decision has been made to dismiss any employee, all aspects of the case must, first be discussed with the Human Resources Manager and the General Manager (or in the General Managers absence his or her nominated representative). The employee concerned must be informed by the General Manager or his delegate the reasons for the dismissal. An employee representative may be present, at the request of the employee, at this point. The Company 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 Company to terminate without notice employees in circumstances where serious misconduct occurs.

2.4.1.5.2 Instant dismissal on the grounds of serious misconduct must be undertaken by the General Manager (or in his or her absence his or her nominated representative) where practical after discussion with the Human Resources Manager, and must also be confirmed in writing.

2.4.1.5.3 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.

2.4.1.5.4 An employee representative may be present, at the request of the employee, at any time during this process.

#### 2.4.1.6 Other Dismissals

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 the Attorney General. Should the Department decline or revoke a permit, then the employee's employment will be terminated as if for serious misconduct.

#### 2.4.2 Special Interest Employees

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

An employee may contest any warning or dismissal given in accordance with this agreement by written notice to the General Manager 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

A contract of service may be terminated in accordance with the provisions of this sub-clause and not otherwise but this sub-clause 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:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
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 paragraph (a) of this sub clause.

2.5.2.3 Payment in lieu of the notice prescribed in paragraphs 2.5.2.1 and 2.5.2.2 of this sub clause will be made if the appropriate notice period is not given. 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

The notice of termination required to be given by an employee will be not less than one (1) week's notice. 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

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.

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

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

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.

### **2.7 REDUNDANCY**

2.7.1 Where the position of an employee is made redundant by the Company, it 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. If the Company is unable to locate such a position, it may terminate the employment and apply the provisions of this agreement. On termination of employment due to redundancy and where the company locates no alternative position, the employee is entitled to notice in accordance with this Agreement;

2.7.1.1 Severance payments calculated on the basis of two (2) weeks pay for each completed year of service up to a maximum of fourteen (14) weeks pay. This pay is based on the employee's current ordinary rate of pay only.

2.7.1.2 Where an employee whose position is made redundant, does not accept a like to like position offered with similar conditions and salary at the employee's permanent location, then the employee is not entitled to the severance payments referred to in this clause.

2.7.2 The above redundancy provisions will apply unless or until there is federal legislative change to minimum provisions.

### 2.7.3 Employees exempted

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**

### 2.8.1 Permanent Full Time Employees

#### 2.8.1.1 Arrangement of Ordinary Hours

The ordinary hours of work of permanent full time employees shall be thirty eight (38) hours per week and shall be worked on the basis of Monday to Friday.

#### 2.8.1.2 Starting and Finishing Times

Starting and finishing times of the ordinary hours of work shall be set by the employer, but no starting time (other than of shift workers) shall be earlier than 5 am and no finishing time (other than of shift workers) shall be later than 8 pm.

### 2.8.2 Permanent Flexi- time employees

2.8.2.1 The ordinary hours of work of permanent flexi-time employees shall not exceed seventy six (76) ordinary hours per fortnight and may (other than shift workers) be worked on any or all of the days of the week Monday to Friday between the hours of 5 am and 8 pm.

2.8.2.2 The ordinary hours of work of permanent flexi-time employees shall not be less than thirty (30) hours per fortnight nor less than four (4) hours per day on any day on which he/she is engaged.

2.8.2.3 Where the employer deems that a twelve-hour shift is necessary the ordinary hours of work of permanent flexi-time employees shall be worked on the basis of Monday to Friday.

2.8.2.4 Where ever possible permanent flexi-time employees shall have preference in hours allocated over casual employees.

2.8.2.5 The parties agree to review the number of hours worked by permanent flexi time employees on a site by site basis not less than each twelve months during the term of this Agreement. Where an increase of hours is warranted, by the contracted services and hours at the site, and has been approved by DOTAG this will form part of the review process.

### 2.8.3 Casual Employees

2.8.3.1 Employees engaged on a casual basis will be employed by the hour and paid the hourly rate as determined in this agreement. The casual rate attracts a loading of 20 % on the ordinary hourly rate to compensate for the non payment of annual leave, sick leave, family leave, public holidays and the like.

2.8.3.2 The ordinary hours of work of casual employees shall be worked on any or all of the days of the week Monday to Friday between the hours of 5 am and 8 pm.

## **2.9 SHIFT WORK**

2.9.1 Employees working a twelve (12) hour night shift will be paid the ordinary hourly rate of pay plus 25% for the whole shift. A night shift is where the majority of hours worked fall outside ordinary hours of 5.00 am to 8.00pm. The loading of 25 % is inclusive of any overtime payments that would otherwise be applicable for working in excess of 38 ordinary hours per week.

2.9.2 Permanent full-time employees working an afternoon shift will be paid the ordinary hourly rate of pay plus 17.5% for the whole shift. An afternoon shift is where ordinary hours commence after 12.30pm. Overtime rates apply to hours worked in excess of 7.6 hours per shift and to hours worked after 8.00pm.

2.9.3 Employees working a twelve (12) hour day shift, including hospital sits, will be paid the ordinary hourly rate of pay plus 12.5% for the whole of the shift. A day shift is deemed where the majority of hours worked fall within ordinary hours of 5.00 am to 8.00 pm. The loading of 12.5% is inclusive of any overtime payments that would otherwise be applicable for working in excess of 38 ordinary hours per week.

2.9.4 Employees working a rostered twelve (12) hour shift pattern (Operations Officers, CLC Control Room, Supreme Court and AXA Building 12 hour shifts) can work eighty four (84) hours within any one fortnightly pay period.

2.9.5 Employees working on a Saturday will be paid the ordinary hourly rate of pay plus 75%. Employees working on a Sunday will be paid the ordinary hourly rate of pay plus 100%.

2.9.6 Employees working a rostered 12 hour hospital sit will be paid a minimum six hours if the shift concludes prior to the expiration of six hours except where the employee is offered additional work during the same 24 hour period.

## **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 but by no later than Thursday, into a bank account or other financial institution account to be nominated by the employee. 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.

## **2.11 MEAL TIMES AND REST BREAKS**

2.11.1 A period of from one half (1/2) hour to one hour of unpaid time (except for shift workers or where Operational requirements dictate) will be allowed for all employees no later than five (5) hours, or six (6) hours by mutual agreement, after commencing work for a meal break.

2.11.2 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 Supervisor.

## **3. PAY RATES AND CLASSIFICATION STRUCTURES**

### **3.1. Hourly Rates of Pay**

Court Security & Custodial Services Officer – Supervisor Level 2	\$26.7900
Court Security & Custodial Services Officer – Supervisor Level 1	\$24.9900
Court Security & Custodial Services Officer – SSG Team Leader	\$27.3600
Court Security & Custodial Services Officer – SSG	\$26.1900
Court Security & Custodial Services Officer –Senior Officer	\$21.0919
Operations Room Roster Staff	\$22.7490
Court Security & Custodial Services Officer – Permanent Full Time	\$19.5919
Court Security & Custodial Services Officer – Permanent Flexi Time	\$19.5919
Court Security & Custodial Services Officer – Casual	\$23.5104
Court Security & Custodial Services Officer – Permanent Flexi Time (probationary)	\$18.6100
Court Security & Custodial Services Officer – Permanent Flexi Time Restricted Permit	\$17.6100
Trainee	\$15.5515

3.2 The Supervisor Level 2 classification, classifications shall be determined at the discretion of the company and paid according to work value. The work value may include but is not limited to the number of employees supervised, complexity of work environment, variety and scope of persons in custody and current risk profile as determined by the company and is subject to review.

### 3.3 Salary increases

3.3.1 The hourly rates of pay will increase by 4% or the percentage increase equal to the yearly July Western Australian (Perth) Consumer Price Index published by the Australian Bureau of Statistics, whichever is the greater. This pay increase will be effective from the first pay period on or after 1 July 2008 and will be paid as soon as practicable after the publication of the CPI rate.

3.3.2 The hourly rates of pay will increase by a further 4% or the percentage increase equal to the yearly July Western Australian (Perth) Consumer Price Index published by the Australian Bureau of Statistics, whichever is the greater. This pay increase will be effective from the first pay period on or after 1 July 2009 and will be paid as soon as practicable after the publication of the CPI rate.

## **4. ADDITIONAL PAYMENTS**

### **4.1. OVERTIME**

4.1.1 All work performed in excess of, or outside of the ordinary hours of work 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 Employees required to work on Public Holidays will be paid at normal rates plus 150%.

4.1.5 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.

4.1.6 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 employee's 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**

An employee, excluding 12 hour shift workers required on any day to work for more than 9.6 hours will be paid one meal allowance of \$15.00 in addition to any overtime payment to which he or she may be entitled. This allowance will not be paid when the employee claims the overnight meal allowance prescribed in clause 4.7.1.

### **4.3. DISTRICT ALLOWANCE**

4.3.1 Permanent employees designated by the Company to be working permanently above the 26th parallel and those employees permanently employed in Kalgoorlie will be entitled to, in addition to other entitlements in this agreement, a district allowance of \$6500 per annum.

4.3.1.1 An air conditioning allowance will be paid to employees permanently located at Broome, Carnarvon, Roeburne and South Hedland as set out in the table below.

<b>AIR CONDITIONING ALLOWANCE</b>						
				<b>Married/Defacto</b>		<b>Single</b>
<b>LOCATION</b>	<b>MONTHS</b>	<b>PERIOD</b>	<b>PAYABLE</b>	<b>Dependants</b>	<b>No Dependants</b>	<b>Living Alone or Shared</b>
				(excludes spouse/partner)		
Broome	7	1 Oct to 30 Apr	Dec, Feb, Apr, May	\$150 pmth	\$100 pmth	\$60 pmth
South Hedland	7	1 Oct to 30 Apr	Dec, Feb, Apr, May	\$150 pmth	\$100 pmth	\$60 pmth
Roebourne	7	1 Oct to 30 Apr	Dec, Feb, Apr, May	\$150 pmth	\$100 pmth	\$60 pmth
Carnarvon	5	1 Oct to 28 Feb	March	\$150 pmth	\$100 pmth	\$60 pmth
Applies to Permanent Officers permanently stationed at the sites listed, but excludes Secondees and Fly in Fly situations.						
Payable retrospectively bi monthly upon furnishing a claim to Operations Manager						
Claims may be submitted earlier should the officer transfer or resign during the period.						

4.3.2 For permanent employees designated by the Company to be working permanently above the 26th parallel one return trip to Perth by air will be provided per annum per period of twelve months service served from the date of this agreement, to coincide with an approved period of leave, or the monetary equivalent of the standard airfare return rate as set out below. Rates as set out below will be reviewed on an annual basis on the anniversary of this agreement

	Standard Airfare Return as at June 2007 (\$ including applicable taxes)
Broome	705.00
Port Hedland	784.00
Roebourne (fly into Karratha)	672.00
Carnarvon	644.00

#### **4.4 ON CALL ALLOWANCE**

4.4.1 Employees who are employed in regional locations are required to participate in an on call roster to be contactable and available to work for periods outside their usual rostered work.

4.4.2 The employee on the on call roster will be paid at \$150.00 per week provided they remain contactable and ready to perform extra work as operationally required.

4.4.3 Regional sites require two employees to be on call between 0800 hours each Monday to 0800 hours the following Monday.

4.4.4 Employees on the on call roster must complete the full week to be entitled to payment, except in cases of sickness or workers compensation. Supervisors shall ensure and make local arrangements for full coverage of the on call roster.

4.4.5 Where the employees are on call on a regular basis the Manager must ensure that there is an equitable spread of "on call" over weekends and public holidays.

4.4.6 On call allowance is payable whether or not the employee is required to work. Where an employee is required to work then they will be paid in accordance to Clause 4.1. for a minimum of four (4) hours.

## 4.5 ALLOWANCE INCREASES

4.5.1 The prescribed amounts of allowances paid under this Agreement will increase by the percentage increase equal to the yearly July Western Australian (Perth) Consumer Price Index published by the Australian Bureau of Statistics. These will be effective from 1 July 2008 and will be paid as soon as practicable after the publication of the CPI rate. Subsequent pay adjustments will be paid from 1 July 09 and adjusted as soon as practicable after the publication of the CPI rate.

## 4.6 SERVICE RECOGNITION PAYMENTS

4.6.1 In recognition of their service to the CSCS contract permanent employees excluding Senior Officers will receive annual payments at the level attained, when they complete significant periods of continuous service. 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;

<u>Level of Continuous Service</u>	<u>"Annual Payment</u>
Level 1                      3 years	\$1,400
Level 2                      5 years	\$1,600
Level 3                      7 years	\$1,800

4.6.2 Payment will be made to the employee on the completion of the applicable period of continuous service within the CSCS WA contract.

## 4.7 OVERNIGHT MEAL ALLOWANCES

4.7.1 From time to time employees will be required to work away from their normal rostered place of work and stay away over night. Where an employee is away from their normal rostered place of work over night they will be entitled to the following allowances for each meal break they are away.

<b>Destination</b>	<b>Breakfast</b>	<b>Lunch</b>	<b>Dinner</b>
<b>Broome</b>	\$18.75	\$18.75	\$37.50
<b>Carnarvon</b>	\$18.75	\$18.75	\$37.50
<b>Kalgoorlie</b>	\$18.75	\$18.75	\$37.50
<b>Roebourne</b>	\$18.75	\$18.75	\$37.50
<b>South Hedland</b>	\$18.75	\$18.75	\$37.50
<b>Albany</b>	\$12.50	\$12.50	\$25.00
<b>Bunbury</b>	\$12.50	\$12.50	\$25.00
<b>Geraldton</b>	\$12.50	\$12.50	\$25.00

4.7.2 These meal allowances will be subject to clause 4.5 Allowance Increases

## 5. SECONDMENTS

5.1 From time to time employees will be required to work at locations away from their normal rostered place of work. Where an employee is seconded to a regional location the following rules will apply.

5.2 Employees will be provided with taxi vouchers to cover the journey from their normal place or residence to the airport and on the completion of the secondment from the airport to their normal place of residence.

5.3 Employees, other than full time employees, will be paid a minimum of 7.6 ordinary hours for the first working day of the secondment. Subsequent days will be paid as a minimum the minimum site PFT hours.



5.4 Employees are entitled to be paid the applicable hourly rate for the time take to travel to the secondment location. For secondments that involve air travel it applies to the actual time of the flight plus one (1) hour and does not include travel to and return from the airport.

5.5 For employees who choose to take their own motor vehicle in lieu of air travel, restricted to secondments to/from Kalgoorlie, Geraldton and Albany, the lesser value of the mileage claim or the standard return air fare will be paid. Rates as set out below will be reviewed on an annual basis on the anniversary of this agreement.

<b>LOCATION</b>	<b>Distance (return)</b>	<b>Engine Capacity</b>	<b>Per km</b>	<b>Standard Air Fare</b>
<b>ALBANY</b>	820 Km	Less than 1600cc	\$0.55	\$500.00
<b>GERALDTON</b>	860 Km	1600cc - 2600cc	\$0.66	\$500.00
<b>KALGOORLIE</b>	1192 Km	Greater than 2600cc	\$0.67	\$695.00

## **6. LEAVE PROVISIONS**

### **6.1 ANNUAL LEAVE**

#### **6.1.1 Period of Leave**

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, after a period of twelve (12) months continuous service with such employer in that category of employment. Annual leave will accrue progressively at the rate of 5.85 hours per fortnight.

Permanent full time employees regularly working the 12 hour shift system rostered to work over 7 days, Monday to Sunday, will receive an additional 38 hours of paid leave .

#### **6.1.2 Public Holiday during Period of Leave**

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 PFT Employees.

#### **6.1.3 Leave may be taken in Shorter Periods**

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 Manager Operations for consideration.

#### **6.1.4 Termination of Employment & Annual Leave**

On termination an employee will be entitled to any accrued entitlements up to the date of termination

#### **6.1.5 Payment for Leave**

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.

## **6.2 PERSONAL LEAVE**

6.2.1 Permanent full time employees will be entitled to 76 hours paid personal leave for each year of completed continuous service. Entitlement to payment will accrue at the rate of 0.04166 hours leave for each completed ordinary hour of work or during each hour of paid leave.

6.2.2 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.

6.2.3 An employee will provide a certificate from a medical practitioner, after three (3) single days' absences in each quarter of a calendar year or when that absence occurs on a working day immediately before or immediately after a public holiday, or for absences of two (2) consecutive working days or more. The three (3) single days absence per quarter must be supported by a statutory declaration to outline the circumstances relating to the absence and the inability to obtain a certificate. This declaration is required on the first day back at work following the absence.

### **6.2.4 Sickness during Annual Leave**

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.

### **6.2.5 Effect upon Workers Compensation**

The provisions of this Clause 6.2.5 do not apply to employees who are absent from work and entitled to payment of Workers Compensation benefits.

## **6.3 SICK DEPENDENTS**

An permanent employee may apply for up to 15.2 hours per calendar year of their personal leave entitlement to be converted to leave to care for sick dependents. The employer may request a medical certificate to support the application for leave.

## **6.4 LONG SERVICE LEAVE**

The provisions of the Long Service Leave Act 1958 (WA) as amended, will be applied to employees covered by this Agreement.

## **6.5 BEREAVEMENT LEAVE**

6.5.1 An employee will be entitled to a maximum of four days paid leave on each occasion of the death of his or her mother, father, (brother, sister, spouse, de-facto spouse child or de-facto child.

6.5.2 An employee will be entitled to a maximum of two days paid leave on each occasion of the death of his or her grandfather, grandmother, mother-in-law or father-in-law.

6.5.3 This clause will have no operation while the period of leave under it coincides with any other period of leave.

6.5.4 Bereavement Leave will be paid for at ordinary hourly rates of pay.

6.5.5 Employees in regional locations shall be entitled to one half day paid travel time in conjunction with each occurrence of bereavement leave.

## **6.6 PUBLIC HOLIDAYS**

6.6.1 The following days or the days observed in lieu thereof will be allowed as holidays namely; New Years Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

6.6.2 When any of the days mentioned in sub-clause 6.6.1 of this Clause, except ANZAC Day and Australia Day, falls on a Saturday or a Sunday the holiday will be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday will be observed on the next succeeding Tuesday. In each case the substituted day will be a holiday without deduction of pay and the day for which it is substituted will not be a holiday.

6.6.3 Any employee who is absent from work on the working day (or part thereof) before or on the working day (or part thereof) after a public holiday prescribed by this clause, without a doctor's certificate or without the consent of the employer will not be entitled to payment for the holiday.

6.6.4. 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 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.

## **6.7 SPECIAL LEAVE**

6.7.1 In circumstances where genuine need and/or hardship arise an employee will be entitled to request leave from the Operations Manager. Leave granted will only be considered when other leave has been exhausted and may be with or without pay depending on circumstances.

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

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

## **6.8 PARENTAL LEAVE**

6.8.1 An Employee is entitled to a period of up to 52 weeks unpaid parental leave in respect to the birth of a child to the employee or the employee's spouse or partner. In the case of an adopted child under the age of five years entitlement for parental leave commences from the day the employee assumes responsibility for that child. Documentary evidence of the approval for adoption must be supplied.

## **6.9 EMERGENCY SERVICES LEAVE**

6.9.1 An employee may be granted emergency services leave in the interests of public safety for up to thirty eight (38) hours without pay to attend obligatory events in any one calendar year.

6.9.2 Applications are to be approved by the Operations Manager and accompanied by evidence of the necessity of attendance.

## **7. REEMPLOYMENT AFTER A PERIOD OF ABSENCE**

7.1 Where an employee is re-employed, the company has the discretion to exempt the employee from all or part of the approved training program and to waive a period of probation.

7.2 The exemption or part exemption of the training program must be approved by the Department of the Attorney General.

## **8. SALARY SACRIFICE**

8.1 Employees may choose to sacrifice part of their salary in accordance with GSL Custodial policy. The company agrees to circulate a copy of the policy to employees.

## **9 TIME AND WAGES RECORDS**

9.1 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.

9.2 Such entries will be available at least once a week for signature by the employee or his or her representative.

9.3 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.

## **10. JOINT CONSULTATIVE COMMITTEE**

10.1 There will be a employee/Management Consultative Committee.

10.2 This Committee will consist of employee nominated representatives (maximum four (4)) and management representatives, as determined by consultation between employees and the company.

10.3 This Committee will meet on a quarterly basis to consider any issues relating to the operation of this Agreement, which may be raised by the employees or the employer.

## **11. RESOLVING ISSUES/ DISPUTE PROCEDURE**

11.1 Any dispute will be resolved using the following process:

- 11.1.1 STEP 1: Any employee with a dispute will raise the matter with his/her immediate supervisor, with an employee representative in attendance if requested by the employee.
- 11.1.2 STEP 2: If the matter is not resolved at STEP 1 the employee and if requested by the employee, an employee representative will consult with the relevant Coordinator.
- 11.1.3 STEP 3: If the matter is not resolved at STEP 2 then the employee, the employee's representative of choice which may be a union official will meet with the General Manager or Manager Operations to resolve the matter.
- 11.1.4 STEP 4: If the matter is not resolved at STEP 3 then either side may involve the Industrial Relations Commission whose 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.

11.2 While this process is in place there will be no industrial action and this process will prejudice neither employee nor company.

11.3 Employees and their representatives agree that minimum staffing levels shall be maintained at each site at all times to ensure the health, care and well being, 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.

## **12. OCCUPATIONAL HEALTH AND SAFETY**

### **12.1 LEGISLATION**

The parties agree to abide by the procedures and advice contained in the Occupational Safety and Health Act 1984 and regulations as varied from time to time.

### **12.2 PRACTICES**

The parties agree to strive at all times to ensure to the maximum extent possible the maintenance of a Safe and Healthy workplace through:

12.2.1 Continuous review of work and management practices affecting the inter-relationship between efficiency, health and safety and job satisfaction at a plant level;

12.2.2 Measures designed to increase efficiency which ensure safe and healthy operation and increased job satisfaction;

12.2.3 Training including hazard specific and health and safety system training; and

12.2.4 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.

12.3 An Occupational Health and Safety Committee will be established at each site and at company level.

12.4 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.

### **12.5 ISSUES RESOLUTION PROCEDURES**

12.5.1 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.

12.5.2 The resolution of the issue must take into account those of the following factors that are relevant:

12.5.2.1 Establish that there is a hazard or danger;

12.5.2.2 Whether the hazard or risk can be isolated;

12.5.2.3 The number and location of employees affected by it;

12.5.2.4 Whether appropriate temporary measures are possible or desirable;

12.5.2.5 The time that may elapse before the hazard or the risk is permanently corrected;

12.5.2.6 Who is responsible for performing and overseeing the removal of the hazard or risk; and/or

12.5.2.7 Cost and budget implications,

12.5.3 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.

12.5.4 Should the issue not be resolved, the OH&S representative may utilise whatever legislative means are available to conclude the matter.

12.6 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.

### **13. OCCUPATIONAL HEALTH AND SAFETY PROGRAM**

13.1 The employer will institute a procedure for collecting information on the nature of hazards and incidence of injury, which includes:

13.1.1 An internal system for reporting, recording and investigation of accidents, injuries and illness;

13.1.2 The routine analysis of injury/illness/accident data; and

13.1.3 Routine reports on key OHS performance indicators (lost time trends, injury frequency rate trends, and cost and severity measures, estimation of indirect costs).

13.2 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.

13.3 Records of workplace inspections will be maintained by the employer and made available to the Occupational Health and Safety Committee upon request.

13.4 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.

13.5 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.

13.6 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.

13.7 The employer will ensure adequate emergency procedures are in place to deal with hazards present at the employer's workplace.

13.8 The Senior Occupational Health and Safety Committee will seek external expert advice on OH&S matters as appropriate.

### **14. TRAINING**

#### **14.1 TRAINING AND CAREER DEVELOPMENT**

14.1.1 The employee agrees to participate in training courses scheduled to a minimum thirty eight (38) hours of training attendance.

14.1.2 Any training hours in excess of the thirty (38) hours must be directed by the company and approved by the relevant manager prior to training attendance.

14.1.3 Approved training scheduled outside of ordinary hours will be paid at the appropriate penalty rate as outlined in Clause 4.1.

14.1.4 The employee must achieve and maintain throughout his/her employment the standard of use of force and effective intervention as prescribed by the company, annual CPR and Senior First Aid certification as required. This training will be paid for by the company.

14.2 The employee agrees that he/she will achieve and maintain, for the purposes of employment, current working knowledge in the areas of:

14.2.1 CSCS Policy and procedures;

14.2.2 CSCS risk assessment and self harm procedures; and

14.2.3 CSCS Act and Regulations as amended from time to time.

14.3 The Company 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.

14.4 The Company 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.

## **15. UNIFORMS**

The Company shall provide employees with a uniform on commencement of employment and the uniform shall remain the property of the Company.

15.1 Additional issue of uniform shall be on the basis of fair wear and tear and upon the return of the old uniform.

15.2 Employees will not commence work on any shift and may be subject to disciplinary procedures where;

15.2.1 Uniforms are not complete, clean or pressed or;

15.2.2 Grooming standards, as outlined in the Code of Conduct are not maintained.

15.2.3 The Company will provide an annual footwear allowance of \$75 on the anniversary of 12 months continuous service. The provisions of clause 4.5 Allowance Increases will apply.

SIGNED

---

John Hughes General Manager CSCS WA  
GSL Custodial Services Pty. Ltd.

---

Jim Mc Giveron TWU  
WESTERN AUSTRALIAN BRANCH



## DECISION

*Fair Work Act 2009*

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

**G4S Custodial Services Pty Ltd**  
(AG2010/19737)

### **G4S CUSTODIAL SERVICES PTY LTD CSCS WA AND THE TRANSPORT WORKERS UNION OF AUSTRALIA AGREEMENT 2010**

Corrections and detentions

COMMISSIONER CLOGHAN

PERTH, 1 DECEMBER 2010

*Application for approval of the G4S Custodial Services Pty Ltd CSCS WA and the Transport Workers Union of Australia Agreement 2010.*

- [1] On 12 November 2010, G4S Custodial Services Pty Ltd made application for approval of a single enterprise agreement to be known as the *G4S Custodial Services Pty Ltd CSCS WA and the Transport Workers Union of Australia Agreement 2010* ("the Agreement"). The application was made pursuant to s.185 of the *Fair Work Act 2009* ("the Act").
- [2] The Agreement was approved by ballot which concluded on 29 October 2010.
- [3] Fair Work Australia must approve an enterprise agreement pursuant to s.186 of the Act if the requirements set out in that section, s.187 and s.188 are met.
- [4] I am satisfied, from the material provided to the Tribunal, that ss.186, 187 and 188, as are relevant to this application for approval, have been met.
- [5] The Transport Workers' Union (TWU), being a bargaining representative for employees covered by the Agreement, has given notice stating that the organisation wants the Agreement to cover the TWU.
- [6] The TWU has read the Applicant's statutory declaration in support of the application and also provided a declaration of support of application for approval of the Agreement.
- [7] The Agreement is approved and will, in accordance with s.54(1) of the Act, operate from 8 December 2010.



[2010] FWAA 9265

[8] The nominal expiry date of this Agreement is 1 July 2012.

COMMISSIONER

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**CSCS**

**G4S Custodial Services Pty. Ltd.**

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**CSCS WA and the  
TRANSPORT WORKERS UNION OF  
AUSTRALIA ENTERPRISE BARGAINING  
AGREEMENT**

**2010**

G4S Custodial Services Pty. Ltd. CSCS WA and the TRANSPORT WORKERS UNION OF AUSTRALIA  
AGREEMENT 2010

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## **1 THE AGREEMENT**

### **1.1 TITLE**

This Agreement will be known as the G4S Custodial Services Pty. Ltd. CSCS WA and the Transport Workers Union of Australia Agreement 2010.

### **1.2 APPLICATION OF AGREEMENT**

1.2.1 This Agreement has been negotiated between G4S Custodial Services Pty. Ltd. (the employer), and the Transport Workers Union of Australia (the Union) for the Prisoner Movement, Court Security and Custodial Services operations undertaken by the Company at its West Australian sites under the CSCS Contract between the employer and the State Government of WA (the CSCS Contract). The CSCS Contract is not incorporated into this Agreement.

1.2.2 This Agreement is binding on:

- (a) the employer;
- (b) the Union and its officers subject to the provisions of the Fair Work Act 2009 (the Act); and
- (c) the employees of the employer, employed at, or in relation to, G4S Custodial Services CSCS West Australian sites as permitted employees under the CSCS Contract but excludes the positions of General Manager, Managers, Coordinators, Liaison & Administrative and Clerical employees, (the employee or the employees).

### **1.3 DURATION AND RENEWAL**

1.3.1 This Agreement will come into operation seven (7) days after the date of approval by FWA and has a nominal expiry date of 1 July 2012.

### **1.4 WAGE INCREASES/NO EXTRA CLAIMS**

1.4.1 It is a condition of this Agreement that the Union and its members and 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 G4S Custodial Services policies will supplement the clauses to this Agreement but do not form part of this Agreement and are not materials 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 FWA means the Fair Work Australia.

1.7.2 Ordinary Rate of Pay shall mean the base classification rate for the employee's Level as prescribed by Clause 3.1 of this Agreement unless expressly provided as otherwise.

1.7.3 Union Means the Transport Workers Union of Australia.

1.7.4 Union Delegate Means the Union representative for the union members on a worksite.

1.7.5 Company or Employer shall mean G4S Custodial Services Pty. Ltd.

1.7.6 Employee means an employee as defined in subclause 1.2.2 of this Agreement.

1.7.7 Trainee means an employee of the company employed as a casual for a set period of pre-service training as determined by the company.

## **2 CONDITIONS OF EMPLOYMENT**

2.1 Employment requirements for employment at CSCS and in positions covered by this Agreement, is subject to:

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 and driving assessment;

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 company 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 CSCS employees. The company will advertise and recruit legitimate vacancies within 6 weeks of written notification of a permanent employee's termination.

2.2.2 All new appointments (including promotions) will be subject to a probationary period of six (6) months.

## **2.3 CONTRACT OF EMPLOYMENT**

2.3.1 Advice on Engagement.

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 engaged for a minimum of thirty (30) ordinary hours each fortnight or if permanently appointed to a site for a minimum number of hours as agreed for that site.

2.3.2.3 Senior Officers will be appointed at locations and in numbers as agreed between the Company and the Union.

### 2.3.3 Probationary Period

2.3.3.1, Permanent flexi-time probationary, permanent flexi-time restricted permit and casual employees will be engaged for an initial six (6) month probationary period (after a period of training) 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 clause 2.3.3.1 and 2.2.2 shall apply.

2.3.3.2 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 afforded additional training, mentoring or supervision for a period up to three months. In all cases the provisions of clause 2.2.2 will apply.

### 2.3.4 Casual Employees - Special Provisions

2.3.4.1 A casual employee shall be employed by the hour and 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. Overtime and shift penalties shall be calculated at the normal hourly rate plus 10% plus the applicable penalty.

2.3.4.2 A casual employee shall not be entitled to the benefit of annual and personal leave.

### 2.3.5 Permanent Flexi- time - Special Provisions

2.3.5.1 The engagement on any day shall be not less than four ordinary hours within the spread of ordinary hours.

2.3.5.2 A permanent flexi-time employee shall receive payment of wages, annual leave, public holidays, personal leave, long service leave and bereavement 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.

2.3.5.4 Permanent Flexi-time employees shall be paid for all ordinary hours worked, at the hourly rate applicable to the position to which the employee is appointed.

### 2.3.6 Calculation of Continuous Service

2.3.6.1 The following shall be the formula for determining continuous service for the purpose of calculating entitlements to:

- Long Service Leave
- Notice of Termination or payment in lieu of notice
- Severance Payments
- Personal Leave
- Annual Leave
- Parental Leave

2.3.6.2 In the cases of unpaid absences (including absences for the purpose of receiving workers compensation benefits) continuity of service shall not be broken unless and until the services of the employee are formerly terminated during the absence. However, during such unpaid period of absence no entitlements under this Agreement shall accrue and the unpaid period of absence shall not be taken into account when calculating such entitlements unless the Act provides otherwise.

2.3.6.3 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-The employee must be informed that this is a first written warning and the reasons why it is occurring.

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 behaviour 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 – Not used

2.4.1.2.2 –Not used

2.4.1.2.3 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

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

Where a decision has been made to dismiss any employee, all aspects of the case must, first be discussed with the Human Resources Manager and the General Manager (or in the General Managers absence his or her nominated representative). The employee concerned must be informed by the General Manager or his TWU delegate the reasons for the dismissal. A TWU delegate or employee representative may be present, at the request of the employee, at this point. The Company 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 Company to terminate without notice employees in circumstances where serious or gross misconduct occurs.

2.4.1.5.2 Instant dismissal on the grounds of serious misconduct must be undertaken by the General Manager (or in his or her absence his or her nominated representative) where practical after discussion with the Human Resources Manager, and must also be confirmed in writing.

2.4.1.5.3 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 sub clause 2.4.1.5.3 shall not be interpreted or applied so as to be inconsistent with section 194 of the Act.

2.4.1.5.4 An employee representative or Union Delegate may be present, at the request of the employee, at any time during this process.

#### 2.4.1.6 Other Dismissals

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 the Attorney General. 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

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

An employee may contest any warning or dismissal given in accordance with this agreement by written notice to the General Manager 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

A contract of service may be terminated in accordance with the provisions of this sub-clause and not otherwise but this sub-clause 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:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
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 paragraph (a) of this sub clause.

2.5.2.3 Payment in lieu of the notice prescribed in paragraphs 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

The notice of termination required to be given by an employee will be not less than one (1) week's notice. 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 not given by the employee.



#### 2.5.2.5 Statement of Employment

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

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 employees 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

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 employees 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; where higher duties are performed they will be paid accordingly.

### 2.7 REDUNDANCY

2.7.1 Where the position of an employee is made redundant by the Company, it will use its best endeavours to locate an alternative position for that employee which is within the employees' skills, competency and training and which is on similar terms and conditions to those the employee previously received. If the Company is unable to locate such a position, it may terminate the employment and apply the provisions of this agreement. On termination of employment due to redundancy and where the company locates no alternative position, the employee is entitled to notice in accordance with this Agreement and the following;

2.7.1.1 Severance payments calculated on the basis of two (2) weeks pay for each completed year of service up to a maximum of fourteen (14) weeks pay or redundancy pay in accordance with the National Employment Standards, whichever is the greater. This pay is based on the employee's current ordinary rate of pay only.

2.7.1.2 Where an employee whose position is made redundant, does not accept a like to like position offered with similar conditions and salary at the employee's permanent location, or the employee is not entitled to redundancy pay under the Act then the employee is not entitled to the severance payments or redundancy referred to in this clause. This subclause 2.7.2 shall not be interpreted or applied so as to be inconsistent with the National Employment Standards for redundancy.

### 2.7.3 Employees exempted

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

### 2.8.1 Permanent Full Time Employees

#### 2.8.1.1 Arrangement of Ordinary Hours

The ordinary hours of work of permanent full time employees shall be thirty eight (38) hours per week and shall be worked on the basis of Monday to Friday.

#### 2.8.1.2 Starting and Finishing Times

Starting and finishing times of the ordinary hours of work shall be set by the employer, but no starting time (other than of shift workers) shall be earlier than 5 am and no finishing time (other than of shift workers) shall be later than 8 pm.

### 2.8.2 Permanent Flexi- time employees

2.8.2.1 The ordinary hours of work of permanent flexi-time employees shall not exceed seventy six (76) ordinary hours per fortnight and may (other than shift workers) be worked on any or all of the days of the week Monday to Friday between the hours of 5 am and 8 pm.

2.8.2.2 The ordinary hours of work of permanent flexi-time employees shall not be less than thirty (30) hours per fortnight nor less than four (4) hours per day on any day on which he/she is engaged.

2.8.2.3 Where the employer deems that a twelve-hour shift is necessary the ordinary hours of work of permanent flexi-time employees shall be worked on the basis of Monday to Friday.

2.8.2.4 Where ever possible permanent flexi-time employees shall have preference in hours allocated over casual employees.

2.8.2.5 The parties agree to review the number of hours worked by permanent flexi time employees on a site by site basis not less than each twelve months during the term of this Agreement. Where an increase of hours is warranted, by the contracted services and hours at the site, and has been approved by DCS this will form part of the review process of the appointment of full time positions.

### 2.8.3 Casual Employees

2.8.3.1 Employees engaged on a casual basis will be employed by the hour and paid the hourly rate as determined in this agreement. The casual rate attracts a loading of 25 % on the ordinary hourly rate to compensate for the non payment of annual leave, sick leave, family leave, public holidays and the like.

2.8.3.2 The ordinary hours of work of casual employees shall be worked on any or all of the days of the week Monday to Friday between the hours of 5 am and 8 pm.

## 2.9 SHIFT WORK

2.9.1 Employees working a twelve (12) hour night shift will be paid the ordinary hourly rate of pay plus 25% for the whole shift. A night shift is where the majority of hours worked fall outside ordinary hours of 5.00 am to 8.00pm. The loading of 25 % is inclusive of any overtime payments that would otherwise be applicable for working in excess of 38 ordinary hours per week. When working in excess of the 12 hour shift, double time rates will apply in respect of the excess hours and the 25% loading will not apply.

2.9.2 Permanent full-time employees working an afternoon shift will be paid the ordinary hourly rate of pay plus 17.5% for the whole shift. An afternoon shift is where ordinary hours commence after 12.30pm. Overtime rates apply to hours worked in excess of 7.6 hours per shift and to hours worked after 8.00pm. The overtime rates will apply instead of the 17.5% loading.

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

2.9.4 Employees working a rostered twelve (12) hour shift pattern as Operations Officers at the Supreme Court or AXA Building can work eighty four (84) hours as part of their shift pattern within any one fortnightly pay period.

2.9.5 Employees working on a Saturday will be paid the ordinary hourly rate of pay, plus 75%. Employees working on a Sunday will be paid the ordinary hourly rate of pay plus 100%. This sub-clause applies to shift worker employees and non shift worker employees. For shift worker employees working weekends, this means the loadings of 25%, 17.5% or 12.5% will not apply.

2.9.6 Employees working a rostered 12 hour hospital sit will be paid a minimum six hours if the shift concludes prior to the expiration of six hours except where the employee is offered additional work during the same 24 hour period.

## **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 but by no later than Thursday, into a bank account or other financial institution account to be nominated by the employee. 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.

## **2.11 MEAL TIMES AND REST BREAKS**

2.11.1 A period of from one half (1/2) hour to one hour of unpaid time (except for shift workers or where Operational requirements dictate) will be allowed for all employees no later than five (5) hours, or six (6) hours by mutual agreement, after commencing work for a meal break. If working through the lunch break it will be paid.

2.11.2 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 Supervisor.

## **3. PAY RATES AND CLASSIFICATION STRUCTURES**

### **3.1. Hourly Rates of Pay**

Court Security & Custodial Services Officer – Supervisor Level 2	\$30.4984
Court Security & Custodial Services Officer – Supervisor Level 1	\$28.4492
Court Security & Custodial Services Officer –Senior Officer	\$24.0115
Operations Room Roster Staff	\$25.8980
Court Security & Custodial Services Officer – Permanent Full Time	\$22.3038

Court Security & Custodial Services Officer – Permanent Flexi Time	\$22.3038
Court Security & Custodial Services Officer – Casual	\$27.8797
Court Security & Custodial Services Officer – Permanent Flexi Time (probationary)	\$21.1860
Court Security & Custodial Services Officer – Permanent Flexi Time Restricted Permit	\$20.0476
Trainee	\$17.7042

3.2 The Supervisor Level 2 classification, classifications shall be determined at the discretion of the company and paid according to work value. The work value may include but is not limited to the number of employees supervised, complexity of work environment, variety and scope of persons in custody and current risk profile as determined by the company and is subject to review.

### 3.3 Salary increases

3.3.1 The hourly rates of pay and allowances will increase by 4.75% or the percentage increase equal to the yearly July Western Australian (Perth) Consumer Price Index 2011 published by the Australian Bureau of Statistics, whichever is the greater.

The pay and allowances increase will be effective from the first pay period on or after 1 July 2011 and will be paid as soon as practicable after the publication of the CPI rate.

The pay and allowance rates listed in this Agreement will be back paid from 1 July 2010. The rates will be paid in the first pay following the signing of the agreement and back pay paid within one month of that signing.

## 4. ADDITIONAL PAYMENTS

### 4.1. OVERTIME

4.1.1 All work performed in excess of, 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 Employees required to work on Public Holidays will be paid at normal rates plus 150%.

4.1.5 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.

4.1.6 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 more 9.6 hours or more will be paid one meal allowance of \$22.00 in addition to any overtime payment to which he or she may be entitled. This allowance will not be paid when the employee claims the overnight meal allowance prescribed in clause 4.7.1.

### 4.2.2 ESCORT MEAL ALLOWANCE

Employees engaged on Coach or Air escorts to Kalgoorlie, Albany & Broome will be paid one meal allowance as set out in the following table;

Destination	Breakfast	Lunch	Dinner	Daily Allowance
Albany	\$24.75	\$24.75	\$36.50	<b>\$86.00</b>
Broome	\$22.00	N/A	\$56.00	<b>\$78.00</b>
Kalgoorlie	\$24.75	\$24.75	\$47.50	<b>\$110.00</b>

#### 4.3. DISTRICT ALLOWANCE

4.3.1.1 An air conditioning allowance will be paid to employees permanently located at Kununurra, Broome, Carnarvon, Roebourne and South Hedland as set out in the table below.

AIR CONDITIONING ALLOWANCE						
LOCATION	MONTHS	PERIOD	PAYABLE	Married/Defacto		Single
				Dependants	No Dependants	Living Alone or Shared
				(excludes spouse/partner)		
Broome / Kununurra	7	1 Oct to 30 Apr	Dec, Feb, Apr, May	\$165.69 pmth	\$110.47 pmth	\$66.28 pmth
South Hedland	7	1 Oct to 30 Apr	Dec, Feb, Apr, May	\$165.69 pmth	\$110.47 pmth	\$66.28 pmth
Roebourne	7	1 Oct to 30 Apr	Dec, Feb, Apr, May	\$165.69 pmth	\$110.47 pmth	\$66.28 pmth
Carnarvon	5	1 Oct to 28 Feb	March	\$165.69 pmth	\$110.47 pmth	\$66.28 pmth
Applies to Permanent Officers permanently stationed at the sites listed, but excludes Seconddees and Fly in Fly out situations.						
Payable retrospectively bi monthly upon furnishing a claim to Operations Manager						
Claims may be submitted earlier should the officer transfer or resign during the period.						

#### 4.3.2 DISTRICT ALLOWANCE

A regional allowance will be paid to permanent employees located permanently at Kununurra, Broome, South Hedland, Roebourne, Carnarvon and Kalgoorlie as set out in the following table;

Site	Allowance Payable per annum
Kununurra	\$9534
Broome	\$7855
Port Hedland	\$7740
Roebourne	\$9839
Carnarvon	\$7180
Kalgoorlie	\$7180

Applies to Permanent Officers permanently stationed at the sites listed, but excludes Seconddees and Fly in Fly out situations.

4.3.3 For permanent employees designated by the Company to be working permanently above the 26th parallel, one return trip to Perth by air will be provided per annum, per period of twelve months service served from the date of this agreement, to coincide with an approved period of leave, or the monetary equivalent of the standard airfare return rate as set out below. Rates as set out below will be reviewed on an annual basis on the anniversary of this agreement

	Standard Airfare Return as at June 2010 (\$ including applicable taxes)
Kununurra	\$756.00
Broome	\$741.00
Port Hedland	\$632.00
Roebourne (fly into Karratha)	\$609.00
Carnarvon	\$452.00

#### **4.4 ON CALL ALLOWANCE**

4.4.1 Employees who are employed in regional locations are required to participate in an on call roster, are to be contactable and available to work for periods outside their usual rostered work. Employees are to ensure the company is informed in writing of any change to their contact details.

4.4.2 The employee on the on call roster will be paid at \$165.69 per week provided they remain contactable and ready to perform extra work as operationally required.

4.4.3 Regional sites (excluding Carnarvon, South Hedland and Kununurra) require two employees to be on call between 0800 hours each Monday to 0800 hours the following Monday.

4.4.4 Employees on the on call roster must complete the full week to be entitled to payment, except in cases of sickness or workers compensation. Supervisors shall ensure and make local arrangements for full coverage of the on call roster.

4.4.5 Where the employees are on call on a regular basis, the Manager must ensure that there is an equitable spread of "on call" over weekends and public holidays.

4.4.6 On call allowance is payable whether or not the employee is required to work. Where an employee is required to work then they will be paid in accordance to Clause 4.1. for a minimum of four (4) hours.

#### **4.5 ALLOWANCE INCREASES**

4.5.1 The prescribed amounts of allowances paid under this Agreement will increase by 4.75% or the yearly July Western Australian (Perth) Consumer Price Index published by the Australian Bureau of Statistics, whichever is the greater. This will be effective from the first pay period on or after 1 July 2011 and will be paid as soon as practicable after the publication of the CPI rate. Back dated to 1 July 2011.

#### **4.6 SERVICE RECOGNITION PAYMENTS**

4.6.1 In recognition of their service to the CSCS contract, permanent employees who have been employed as permanent prior to 1 July 2010 and will receive annual payments at the level attained, when they complete significant periods of continuous service. Permanent employees will only receive the annual payment applicable to their highest level of continuous service and will not be able to claim lower levels as well. The periods and the respective payments are set out in the table below; .

<u>Level of Continuous Service</u>		<u>"Annual Payment</u>
Level 1	3 years	\$1,546.51
Level 2	5 years	\$1,767.45
Level 3	7 years	\$1,988.37

4.6.2 Payment will be made to the employee on the completion of the applicable period of continuous service within the CSCS WA contract.

4.6.3 Service recognition payments will not be applicable to any new employee commencing on or after the signing of this Agreement by the parties.

4.6.3 Service completed while a casual employee does not qualify as 'continuous service' for the purposes of Service Recognition payments.

#### **4.7 OVERNIGHT MEAL ALLOWANCES**

4.7.1 From time to time employees will be required to work away from their normal rostered place of work and stay away over night. Where an employee is away from their normal rostered place of work over night they will be entitled to the following allowances for each meal break they are away.

<b>Destination</b>	<b>Breakfast</b>	<b>Lunch</b>	<b>Dinner</b>
<b>Broome</b>	\$20.71	\$20.71	\$41.43
<b>Carnarvon</b>	\$20.71	\$20.71	\$41.43
<b>Kalgoorlie</b>	\$20.71	\$20.71	\$41.43
<b>Roebourne</b>	\$20.71	\$20.71	\$41.43
<b>South Hedland</b>	\$20.71	\$20.71	\$41.43
<b>Albany</b>	\$13.81	\$13.81	\$27.61
<b>Bunbury</b>	\$13.81	\$13.81	\$27.61
<b>Geraldton</b>	\$13.81	\$13.81	\$27.61

4.7.2 These meal allowances will be subject to clause 4.5 Allowance Increases

## **5. SECONDMENTS**

5.1 From time to time employees will be required to work at locations away from their normal rostered place of work. Where an employee is seconded to a regional location the following rules will apply.

5.2 Employees will be provided with taxi vouchers to cover the journey from their normal place or residence to the airport and on the completion of the secondment from the airport to their normal place of residence.

5.3 Employees, other than full time employees, will be paid a minimum of 7.6 ordinary hours for the first working day of the secondment. Subsequent days will be paid as a minimum, the minimum site PFT hours.

5.4 Employees are entitled to be paid the ordinary hourly rate for the time taken to travel to the secondment location. For secondments that involve air travel it applies to the actual time of the flight plus one (1) hour and does not include travel to and return from the airport, but does include delayed travel time due to flight delays. Their travel time will be paid at single time

5.5 For employees who obtain prior agreement to take their own motor vehicle in lieu of air travel, restricted to secondments to/from Kalgoorlie, Geraldton and Albany, the lesser value of the mileage claim or the standard return air fare will be paid. Rates as set out below will be reviewed on an annual basis on the anniversary of this agreement.

<b>LOCATION</b>	<b>Distance (return)</b>	<b>Engine Capacity</b>	<b>Per km</b>	<b>Standard return Air Fare</b>
<b>ALBANY</b>	820 Km	Less than 1600cc	\$0.55	\$546.00
<b>GERALDTON</b>	860 Km	1600cc - 2600cc	\$0.66	\$558.00
<b>KALGOORLIE</b>	1192 Km	Greater than 2600cc	\$0.67	\$742.00

## **6. LEAVE PROVISIONS**

### **6.1 ANNUAL LEAVE**

#### **6.1.1 Period of Leave**

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, after a period of twelve (12) months continuous service

with such employer in that category of employment. Annual leave will accrue progressively at the rate of 5.85 hours per fortnight.

Permanent full time employees regularly working the 12 hour shift system rostered to work over 7 days, Monday to Sunday, will receive an additional 38 hours of paid leave. These employees will be regarded as shiftworkers for the purposes of the National Employment Standards.

#### 6.1.2 Public Holiday during Period of Leave

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.

#### 6.1.3 Leave may be taken in Shorter Periods

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

#### 6.1.4 Termination of Employment & Annual Leave

On termination an employee will be entitled to any accrued entitlements up to the date of termination

#### 6.1.5 Payment for Leave

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.

### **6.2 PERSONAL CARERS LEAVE (PERSONAL LEAVE)**

6.2.1 Permanent full time employees will be entitled to 76 hours paid personal leave for each year of completed continuous service. Entitlement to payment will accrue at the rate of 0.04166 hours leave for each completed ordinary hour of work or during each hour of paid leave.

6.2.2 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.

6.2.3 An employee will provide a certificate from a medical practitioner, after three (3) single days' absences in each quarter of a calendar year or when that absence occurs on a working day immediately before or immediately after a public holiday, or for absences of two (2) consecutive working days or more. If a medical certificate is not possible, the three (3) single days absence per quarter must be supported by a statutory declaration to outline the circumstances relating to the absence and the inability to obtain a certificate. This declaration is required on the first day back at work following the absence. If an employee does not comply with this sub-clause, the employer may withhold payment of paid personal leave.

#### 6.2.4 Sickness during Annual Leave

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.

#### 6.2.5 Effect upon Workers Compensation

The provisions of this Clause 6.2.5 do not apply to employees who are absent from work and entitled to payment of Workers Compensation benefits.



### **6.3 SICK DEPENDENTS**

The employer may request a medical certificate or statutory declaration in accordance with clause 6.2.3 to support the application for leave to care for sick dependants in accordance with the National Employment Standards. Employees will be entitled to unpaid carers leave in accordance with the National Employment Standards.

### **6.4 LONG SERVICE LEAVE**

The provisions of the Long Service Leave Act 1958 (WA) as amended, will be applied to employees covered by this Agreement.

### **6.5 BEREAVEMENT LEAVE**

6.5.1 An employee will be entitled to a maximum of four days paid leave on each occasion of the death of his or her mother, father, (brother, sister, spouse, de-facto spouse child or de-facto child.

6.5.2 An employee will be entitled to a maximum of two days paid leave on each occasion of the death of his or her grandfather, grandmother, mother-in-law or father-in-law or in accordance with the National Employment Standards for compassionate leave.

6.5.3 This clause will have no operation while the period of leave under it coincides with any other period of leave.

6.5.4 Bereavement Leave will be paid for at ordinary hourly rates of pay.

6.5.5 Employees in regional locations shall be entitled to one half day paid travel time in conjunction with each occurrence of bereavement leave.

### **6.6 PUBLIC HOLIDAYS**

6.6.1 The following days or the days observed in lieu thereof will be allowed as holidays namely; New Years Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

6.6.2 When any of the days mentioned in sub-clause 6.6.1 of this Clause, except ANZAC Day and Australia Day, falls on a Saturday or a Sunday the holiday will be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday will be observed on the next succeeding Tuesday. In each case the substituted day will be a holiday without deduction of pay and the day for which it is substituted will not be a holiday.

6.6.3 Any employee who is absent from work on the working day (or part thereof) before or on the working day (or part thereof) after a public holiday prescribed by this clause, without a doctor's certificate or without the consent of the employer will not be entitled to payment for the holiday.

6.6.4. 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 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.

### **6.7 SPECIAL LEAVE**

6.7.1 In circumstances where genuine need and/or hardship arise an employee will be entitled to request unpaid special leave from the Operations Manager. Leave granted will only be considered when other leave has been exhausted and may be with or without pay depending on circumstances.

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

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

## **6.8 PARENTAL LEAVE**

6.8.1 An Employee is entitled to a period of up to 52 weeks unpaid parental leave in respect to the birth of a child to the employee or the employee's spouse or partner. This may be extended for up to a further 52 weeks of unpaid leave.

In the case of an adopted child under the age of five years entitlement for parental leave commences from the day the employee assumes responsibility for that child. Documentary evidence of the approval for adoption must be supplied.

## **6.9 EMERGENCY SERVICES LEAVE**

6.9.1 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.

6.9.2 Applications are to be approved by the Operations Manager and accompanied by evidence of the necessity of attendance.

## **7. REEMPLOYMENT AFTER A PERIOD OF ABSENCE**

7.1 Where an employee is re-employed, the company has the discretion to exempt the employee from all or part of the approved training program and to waive a period of probation.

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

## **8. SALARY SACRIFICE**

8.1 Employees may choose to sacrifice part of their salary into Superannuation in accordance with G4S Custodial policy. The company 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

## **9 TIME AND WAGES RECORDS**

9.1 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.

9.2 Such entries will be available at least once a week for signature by the employee or his or her representative.

9.3 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.

## **10. JOINT CONSULTATIVE COMMITTEE**

10.1 There will be a employee/Management Consultative Committee.

10.2 This Committee will consist of employee nominated representatives (maximum four (4)) and management representatives, as determined by consultation between employees and the company.

10.3 This Committee will meet on a quarterly basis to consider any issues relating to the operation of this Agreement, which may be raised by the employees or the employer.

## **11. RESOLVING ISSUES/ DISPUTE PROCEDURE**

11.1 Any dispute about any matters arising under this Agreement or the National Employment Standards will be resolved using the following process:

- 11.1.1 STEP 1: Any employee with a dispute will raise the matter with his/her immediate supervisor, with an employee representative or TWU in attendance if requested by the employee.
- 11.1.2 STEP 2: If the matter is not resolved at STEP 1 the employee and if requested by the employee, an employee representative or TWU will consult with the relevant Coordinator.
- 11.1.3 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 Manager Operations to resolve the matter.
- 11.1.4 STEP 4: If the matter is not resolved at STEP 3 then either side may involve FWA for conciliation and arbitration. FWA 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.

11.2 While this process is in place there will be no industrial action and this process will prejudice neither employee nor company.

11.3 Employees and their representatives agree that minimum staffing levels shall be maintained at each site at all times to ensure the health, care and well being, 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.

## **12. OCCUPATIONAL HEALTH AND SAFETY**

### **12.1 LEGISLATION**

The parties agree to abide by the procedures and advice contained in the Occupational Safety and Health Act 1984 and regulations as varied from time to time. The Occupational Safety and Health Act 1984 and regulations are not part of this Agreement and are not incorporated into this Agreement.

### **12.2 PRACTICES**

The parties agree to strive at all times to ensure to the maximum extent possible the maintenance of a Safe and Healthy workplace through:

12.2.1 Continuous review of work and management practices affecting the inter-relationship between efficiency, health and safety and job satisfaction at a plant level;

12.2.2 Measures designed to increase efficiency which ensure safe and healthy operation and increased job satisfaction;

12.2.3 Training including hazard specific and health and safety system training; and

12.2.4 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.

12.3 An Occupational Health and Safety Committee will be established at each site and at company level.

12.4 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.

#### **12.5 ISSUES RESOLUTION PROCEDURES**

12.5.1 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.

12.5.2 The resolution of the issue must take into account those of the following factors that are relevant:

12.5.2.1 Establish that there is a hazard or danger;

12.5.2.2 Whether the hazard or risk can be isolated;

12.5.2.3 The number and location of employees affected by it;

12.5.2.4 Whether appropriate temporary measures are possible or desirable;

12.5.2.5 The time that may elapse before the hazard or the risk is permanently corrected;

12.5.2.6 Who is responsible for performing and overseeing the removal of the hazard or risk; and/or

12.5.2.7 Cost and budget implications,

12.5.3 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.

12.5.4 Should the issue not be resolved, the OH&S representative may utilise whatever legislative means are available to conclude the matter.

12.6 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.

#### **13. OCCUPATIONAL HEALTH AND SAFETY PROGRAM**

13.1 The employer will institute a procedure for collecting information on the nature of hazards and incidence of injury, which includes:

13.1.1 An internal system for reporting, recording and investigation of accidents, injuries and illness;

13.1.2 The routine analysis of injury/illness/accident data; and

13.1.3 Routine reports on key OHS performance indicators (lost time trends, injury frequency rate trends, and cost and severity measures, estimation of indirect costs).

13.2 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.

13.3 Records of workplace inspections will be maintained by the employer and made available to the Occupational Health and Safety Committee upon request.

13.4 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.

13.5 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.

13.6 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.

13.7 The employer will ensure adequate emergency procedures are in place to deal with hazards present at the employer's workplace.

13.8 The Occupational Health and Safety Committee will seek external expert advice on OH&S matters as appropriate.

## **14. TRAINING**

### **14.1 TRAINING AND CAREER DEVELOPMENT**

14.1.1 The employee agrees to participate in training courses scheduled to a minimum thirty eight (38) hours of training attendance.

14.1.2 Any training hours in excess of the thirty (38) hours must be directed by the company and approved by the relevant manager prior to training attendance.

14.1.3 Approved training scheduled outside of ordinary hours will be paid at the appropriate penalty rate as outlined in Clause 4.1.

14.1.4 The employee must achieve and maintain throughout his/her employment the standard of use of force and effective intervention as prescribed by the company, annual CPR and Senior First Aid certification as required. This training will be paid for by the company.

14.2 The employee agrees that he/she will achieve and maintain, for the purposes of employment, current working knowledge in the areas of:

14.2.1 CSCS Policy and procedures;

14.2.2 CSCS risk assessment and self harm procedures; and

14.2.3 CSCS Act and Regulations as amended from time to time.

14.3 The Company 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.

14.4 The Company 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. CSCS Policy and procedures, CSCS 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.

## **15. UNIFORMS**

The Company shall provide employees with a uniform on commencement of employment and the uniform shall remain the property of the Company.

15.1 Additional issue of uniform shall be on the basis of fair wear and tear and upon the return of the old uniform.

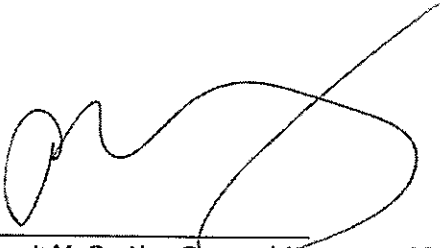
15.2 Employees will not commence work on any shift and may be subject to disciplinary procedures where;

15.2.1 Uniforms are not complete, clean or pressed or;

15.2.2 Grooming standards, as outlined in the Code of Conduct & Company policies are not maintained. The Code of Conduct does not form part of this Agreement and is not incorporated by reference into this Agreement.

15.2.3 The Company will provide an annual footwear allowance of \$120.00 on the anniversary of 12 months continuous service. The provisions of clause 4.5 Allowance Increases will apply.

SIGNED

  
Robert McCarthy General Manager CSCS  
WA  
G4S Custodial Services Pty. Ltd.

  
Jim McGivern TWU  
WESTERN AUSTRALIAN BRANCH  
WESTERN AUSTRALIAN  
BRANCH



Date ☒

8 November 2010

Authority to Sign

Date

15/11/2010

W.A. Branch Secretary

Authority to Sign

Lvl 3, 82 Beaufort Street

Address

Perth W.A. 6000

Address

140 ABERNETHY

ROAD

Perth. WA 6108.

Tony Sheldon  
Acting Federal Secretary  
Transport Workers Union of Australia

Date

Authority to Sign

Address

Attachment 9



bringing service to life

## **Serco W.A. CSCS & TWU Agreement 2011**

## **ARRANGEMENT**

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## ***About this Agreement***

### **1. Title**

This Agreement is to be known as the "Serco W.A. CSCS & TWU Agreement 2011", and is made pursuant to Part 2-4, Division 2 [s.172(2)(b) & (4)] of the *Fair Work Act 2009*.

### **2. Scope & application**

- (a) This Agreement applies to Serco Australia Pty. Limited with respect to the company's contract with the Department of Corrective Services - Western Australia for Court Security, Custodial Services and prisoner movement.
- (b) This Agreement applies to persons employed by Serco Australia Pty. Limited – W.A. CSCS Contract, in the State of Western Australia who are engaged in the job classifications set out in clause 21 hereof.
- (c) The Agreement operates to the exclusion of any Federal or State award(s), other certified or lodged workplace agreements.

### **3. Parties**

The parties to this Agreement are:

- (a) Serco Australia Pty. Limited ("the company"); and
- (b) The Transport Workers Union of Australia ("union" or "TWU").

### **4. Period of operation**

This Agreement is to operate from the date of Approval by Fair Work Australia. The nominal expiry date of this Agreement is 31 July 2014.

### **5. No further claims**

- (a) The parties agree that this Agreement provides certainty for employees as to their terms and conditions of employment and to the company as to its cost structure and that they will not pursue extra claims during the period of operation of this Agreement.
- (b) This Agreement covers all matters or claims regarding the employment of the employees which could otherwise be the subject of protected action pursuant to the FW Act.

### **6. Anti-discrimination**

The parties agree that:-

- (a) It is their intention to respect and value the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- (b) Any dispute concerning these matters and their application will be progressed initially under the grievances and disputes resolution procedure in clause 42 hereof.

## 7. Definitions

"Agreement"	means the Serco W.A. CSCS & TWU Agreement 2011.
"Client Service Office (Accredited)"	means a Client Service Officer who has completed a Certificate III in Correctional Practice
"Client Service Officer (yet to be Accredited)"	means a Client Service Officer who is in the process of completing a Certificate III in Correctional Practice
"company" or "Serco"	means Serco Australia Pty. Limited – W.A. CSCS Contract [ABN 44 003 677 352].
"DCS"	means the Department of Corrective Services in the State of Western Australia
"District Allowance"	applies to the centres of Roebourne, Broome, South Hedland, Kalgoorlie, Kununurra, and Carnarvon
"employee"	means an employee of the Company whose job classification is within the scope and application of this Agreement.
"FW Act"	means the <i>Fair Work Act 2009</i> (Cth)
"FW Australia"	means Fair Work Australia
"High Activity Courts"	means courts designated as such by the company having regard to volume and complexity of work, number of employees allocated to the court, diversity and scope of persons in custody etc.
"LSL Act"	means the <i>Long Service Leave Act 1958</i> (W.A.)
"new employee"	means an employee who was not a current employee of G4S Custodial Services Pty. Ltd. at the date Serco assumed management of the W.A. CSCS Contract. [i.e. an employee other than a transition employee].
"pro rata basis"	means in proportion to the number of hours a flexi-time or part time employee is engaged to work per week divided by 38.
"serious misconduct"	means – (a) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment ; and (b) conduct that causes imminent and serious risk to; (i) the health or safety of a person; or (ii) the reputation, viability or profitability of the Company's business. (c) conduct that is serious misconduct includes an employee, in the course of the employee's employment engaging in: (i) theft; or (ii) fraud; or (iii) assault; or (iv) harassment; or (v) the employee being intoxicated at work; or (vi) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment; (vii) failure to comply with OS&H legislation and/or policy; (viii) failure to provide a high level of duty of care towards people in custody.

"transition employee"	means an employee who was a current employee of G4S Custodial Services Pty. Ltd. (CSCS Contract) at the date of transition of the W.A. CSCS Contract to Serco and who became an employee of Serco at the date that Serco assumed management of the W.A. CSCS contract.
"W.A. CSCS Contract" or "the contract"	means the contract between the Department of Corrective Services in the State of Western Australia and Serco Australia Pty. Limited for the provision of Court Security, Custodial Services and Prisoner Movement services.
"union or TWU"	means the Transport Workers Union of Australia.

## 8. Flexibility term

- (a) The company and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (i) the agreement deals with one or more of the following matters:
    - arrangements about when work is performed;
    - overtime rates;
    - penalty rates;
    - allowances;
    - leave loading; and
  - (ii) the arrangement meets the genuine needs of the company and employee in relation to one or more of the matters mentioned in paragraph (i); and
  - (iii) the arrangement is genuinely agreed to by the company and employee.
- (b) The company must ensure that the terms of the individual flexibility arrangement:
- (i) are about permitted matters under section 172 of the FW Act; and
  - (ii) are not unlawful terms under section 194 of the FW Act; and
  - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The company must ensure that the individual flexibility arrangement:
- (i) is in writing; and
  - (ii) includes the name of the company and employee; and
  - (iii) is signed by the company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (iv) includes details of:
    - the terms of the enterprise agreement that will be varied by the arrangement; and
    - how the arrangement will vary the effect of the terms; and
    - 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
  - (v) states the day on which the arrangement commences.
- (d) The company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The company or employee may terminate the individual flexibility arrangement:
- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (ii) if the company and employee agree in writing, at any time.

## **Employment**

### **9. Types of employment**

- (a) Employment may be full time, regular flexi-time, part time, specified term or casual.
- (b) A full time employee is one who is engaged as such and who works an average of 76 ordinary hours per fortnight, worked over a roster cycle as established by the company.
- (c) A regular flexi-time employee is one who is engaged as such for a minimum average of 30 ordinary hours per fortnight, or if allocated to a site, for the minimum number of ordinary hours as agreed for that site. A flexi-time employee shall be paid an ordinary time hourly rate of pay in accordance with clause 21 hereof.

A regular flexi-time employee is entitled to all provisions of this Agreement on a pro rata basis in accordance with the number of ordinary hours per week the employee is engaged to work.

- (d) A part time employee is one who is engaged as such and who works an average of less than 76 hours per fortnight, worked over a roster cycle as established by the company, to meet operational needs. A part time employee shall be paid an ordinary time hourly rate of pay in accordance with clause 21 hereof.

A part time employee is entitled to all provisions of this Agreement on a pro rata basis in accordance with the number of ordinary hours per week the employee is engaged to work.

- (e) A casual employee is an employee engaged as such who is employed by the hour with a minimum engagement of 4 hours. The provisions of this Agreement apply to a casual employee, except for clauses and sub clauses 11(a),(b),(d) – Ending employment, 12 – Redundancy, 13 – Change of Service Provider, 14, 15, & 16 – Ordinary hours of work, 24(a),(b),(c) (d) – Allowances, 28 – Footwear allowance, 30 – Annual leave, 31 – Public holidays, 32 – Personal/carers' leave, 33 – Compassionate leave, 34 – Parental leave, 35 – Long service leave, 36 – Emergency leave.

### **10. Contract of employment**

- (a) Before commencing employment, each employee will be provided with a letter of engagement by the company, which amongst other things will set out an employee's:

- Employment type;
- Job classification;
- Rate of pay;
- Commencing date of employment;
- Commencing hours of work and commencing roster arrangements;
- Probationary period – which for new full time, flexi-time, part time and specified term employees will be a period of 6 months.

- (b) Each employee shall be provided with a copy of this Agreement or provided with electronic access to it.

- (c) Employment will be subject to:

- approval by DCS;
- examination of, and receipt of satisfactory results and clearances from Police records with respect to security, traffic, and criminal history;

- obtaining and retaining an Authority from DCS to work as a CSCS Officer or a Client Service Manager and a permit to engage in work consistent with the requirements of the contract;
- holding an appropriate vehicle driver's licence;
- obtaining and maintaining a Senior First Aid Certificate;
- any other security and/or related checks required by DCS or the company; and
- undertaking required training, including attaining a Certificate III or Certificate IV in Correctional Practice (Custodial);
- where applicable, hold a current Working with Children license.

With respect to the operation of this clause, it is agreed that the company may pass relevant information to the State of Western Australia required by legislation, regulation or direction.

It is also agreed that the company or the State of Western Australia may at any time conduct such probity or criminal investigations in relation to an employee to ensure that employees are fit and proper persons for the purpose of their employment with the company. It is further agreed that employees will provide all necessary assistance to allow such investigations to take place, including providing any required written consents.

- (d) It is expected that employees will devote their working time and attention to the performance of their responsibilities and endeavour to the best of their ability to promote the interests of the company. Employees may not, at any time during their employment with the company, engage directly or indirectly in other employment or business that competes with the company without first having discussed such employment and with the company and obtained written agreement from the company.
- (e) All employees shall be engaged on the basis of providing quality supervision and management of people in custody with respect to their duty of care, striving towards exceeding minimum DCS requirements. All employees will be required to maintain constructive working relationship with colleagues based upon open communication, trust and confidence.
- (f) A specific requirement of the contract is to maintain a flexible workforce for the delivery of services. It is a condition of employment that if required, client service officers will rotate through different security, custodial and transportation tasks across the contract, including but not limited to court security, general security, escorting, driving, care and well being, and other key elements of the Serco model. This cross deployment will ensure that experience and skills are gained by employees in different duties and responsibilities associated with the operation of courts, escorting and transportation and will enhance operational flexibility.
- (g) On the job training will be limited only by operational requirements and the employee's ability and competency to perform the required duties. Therefore, an employee is to be available to work as required on any work within his/her skill, competence and training and that each employee shall acquire the skills and learn any other post as directed and shall provide instruction and/or training as appropriate to another employee as required.
- (h) Serco management is responsible for determining employment levels, work systems and staffing allocations to meet the requirements of the contract, to ensure its financial viability and to meet occupational health and safety obligations. However, the company will notify and discuss changes in employment levels with employees affected as far in advance as is practicable.
- (i) Performance Reviews. Employees will participate in performance reviews in accordance with the company's Performance Review System. Performance reviews will be conducted at least annually.

## 11. Ending employment

- (a) During an employee's initial training period, either the employee or the company may terminate the employee's employment by giving 1 weeks notice, or by the company without notice by paying 1 week's ordinary time pay in lieu of notice.
- (b) After the training period is completed, an employee's employment (other than a casual employee) may be terminated either by the employee or the company by giving the required period of notice, or by the company without notice by payment of ordinary time salary in lieu of notice.

The required periods of notice are set out in the table below.

Period of continuous service with the company	Required period of notice by company		Required period of notice by employee
	≤ 45 years	> 45 years	
Not more than 2 years	2 weeks	2 weeks	2 weeks
More than 2 years but not more than 3 years	2 weeks	3 weeks	2 weeks
More than 3 years but not more than 5 years	3 weeks	4 weeks	3 weeks
More than 5 years	4 weeks	5 weeks	4 weeks

- (c) When either an employee or the company has given notice of termination of an employee's employment, the company may require an employee to:
- (i) not perform any work for it;
  - (ii) not attend the company's places of business; or
  - (iii) perform only those duties which the company specifies.
- (d) A specified term employee's employment ends at the date specified in the employee's letter of engagement, unless terminated beforehand in accordance with the provisions set out in the letter of engagement.
- (e) The employment of a casual employee may be terminated by either the employee or the company by giving 4 hours notice, or by the company by paying 4 hours pay in lieu of notice.
- (f) In addition, the company has the right to terminate an employee's employment without notice for serious or willful misconduct or serious or persistent breach of the employee's terms or conditions of employment, and in such case the employee's salary and other entitlements will be paid up to the time of termination only.

## 12. Redundancy

- (a) The provisions of this clause apply to full time and part time employees, but do not apply to specified term or casual employees.
- (b) Where the company has made a definite decision that the company no longer wishes the job employees have been doing to be done by anyone, and that decision may lead to termination of employment, the company will have discussions as soon as practicable with the employee(s) directly affected and if requested by an employee, with the nominated representative of that employee. Discussions would include:
- the reasons for the proposed terminations;
  - measures to avoid or minimise the terminations; and
  - measures to mitigate the adverse effects of any terminations on the employees concerned.

- (c) In the event of terminations due to redundancy, the following scale of severance payments is to apply.

<b>Period of continuous service with the company</b>	<b>Severance pay</b> [weeks of ordinary time pay]
Less than 1 year	nil
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	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years	16 weeks

- (d) Redundancy payments in clause 12(c) are in addition to the period of notice or pay in lieu of notice in clause 11(b) hereof.

### **13. Change of service provider**

In the event that the company's contract is terminated by DCS, or the contract is not renewed, or the business is otherwise moved from the company to another employer, ("other employer") then the following arrangements will apply.

- (a) Where an employee accepts employment with the other employer on 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 company; and
- (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 company;

then the company will not be required to make any redundancy payment to the employee upon termination of his/her employment with the company.



## ***Hours of Work, Rosters***

### **14. Ordinary hours of work – full time employees**

- (a) The ordinary hours of work for full time employees are an average of 76 hours per fortnight, over a roster cycle.
- (b) A maximum of 12 ordinary hours may be worked on any day, exclusive of meal breaks.
- (c) Ordinary hours may be worked on any or all days of the week, Monday to Friday.
- (d) Starting and finishing times of ordinary day work hours will be set by the company within the spread of hours 5.00 am to 8.00 pm.

### **15. Ordinary hours of work – regular flexi-time employees**

- (a) The ordinary hours of work for regular flexi-time employees shall not exceed an average of 38 per week, over a roster cycle.
- (b) The ordinary hours of work for regular flexi-time workers shall be not less than an average of 30 hours per fortnight, over a roster cycle, and not less than 4 hours per day on any day on which an employee is engaged.
- (c) A maximum of 12 ordinary hours may be worked on any day, exclusive of meal breaks
- (d) Ordinary hours may be worked on any or all days of the week.
- (e) Wherever possible, regular flexi-time employees will be given preference in hours allocated over casual employees.

### **16. Ordinary hours of work – part time employees**

- (a) The ordinary hours of work for part time employees will be an average of less than 76 hours per fortnight, over a roster cycle.
- (b) A maximum of 12 ordinary hours may be worked on any day, exclusive of meal breaks
- (c) Ordinary hours may be worked on any or all days of the week.

### **17. Hours of work – casual employees**

- (a) Casual employees are engaged by the hour and paid an hourly rate of pay in accordance with clause 21 hereof. The casual rate of pay includes a loading of 25% on the ordinary hourly rate of pay.
- (b) The ordinary hours of work for casual employees shall not exceed 76 per fortnight.
- (c) The minimum hours of work for a casual employee are to be 4 hours on each engagement.
- (d) Ordinary hours may be worked on any or all days of the week.

## **18. Shift work**

- (a) Employees working a 12 hour night shift will be paid the ordinary hourly rate of pay plus 25% for the whole shift. A night shift is any shift finishing at or before 5.00 am. The loading of 25 % is inclusive of any overtime payments that would otherwise be applicable for working in excess of an average of 38 ordinary hours per week. When working in excess of the 12 hour shift, double time rates will apply in respect of the excess hours and the 25% loading will not apply.
- (b) Full-time employees working an afternoon shift will be paid the ordinary hourly rate of pay plus 17.5% for the whole shift. An afternoon shift is where ordinary finish hours at or before midnight. Overtime rates apply to hours worked in excess of 7.6 hours per shift and to hours worked after 8.00pm. The overtime rates will apply instead of the 17.5% loading.
- (c) Day work is where the majority of ordinary hours worked fall within the spread of hours of 5.00 am to 8.00 pm.
- (d) Employees working a rostered 12 hour shift pattern at the Supreme Court or AXA Building can work eighty four (84) hours as part of their shift pattern within anyone fortnightly pay period.
- (e) Employees working on a Saturday will be paid the ordinary hourly rate of pay, plus 75%. Employees working on a Sunday will be paid the ordinary hourly rate of pay plus 100%. This sub-clause applies to shift worker employees and non shift worker employees. For shift worker employees working weekends, this means the loadings of 25% or 17.5% will not apply.
- (f) Employees working a rostered 12 hour hospital sit will be paid a minimum 6 hours if the shift concludes prior to the expiration of six hours except where the employee is offered additional work during the same 24 hour period.

## **19. Meal & rest breaks**

- (a) An employee is entitled to an unpaid meal break of not less than 30 minutes. Meal breaks are to be taken by arrangement between an employee and his/her supervisor at or before an employee completing 5 hours continuous work, or at or before 6 hours by mutual agreement.
- (b) 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 Client Services Manager.

## **20. Overtime**

- (a) All work of day workers performed in excess of, or outside of the spread of ordinary hours of work (5.00 am to 8.00 pm) Monday to Friday, will be deemed to be overtime and shall be paid for at 50% penalty for the first 2 hours and 100% penalty thereafter. This clause does not apply to employees who are permanent shift workers.
- (b) The requirement to work on weekends is to be confirmed by noon on the Friday or later by agreement except for employees on call.
- (c) Employees required to work on Public Holidays will be paid at normal rates plus 150%.
- (d) Where an employee is required to work in more than one location during any 24 hour period their actual hours worked will be deemed to be continuous and all ordinary hours and overtime payments shall apply.

- (e) Where an employee is required to work more than 14 hours continuously in any one 24 period, they are entitled to a minimum 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 10 hour break the employee must be paid at overtime rates until released from duty for such a break.

## Job Classifications, Rates of Pay, Superannuation & Allowances

### 21. Job classifications and minimum rates of pay

- (a) The job classifications within the scope and application of this Agreement and minimum rates of pay that apply from 31 July 2011 are set out in the following table.

Job classification	Ordinary hourly rate effective 31 July 2011	Weekly rate effective 31 July 2011	Annual rate effective 31 July 2011	Casual rate effective 31 July 2011
Client Services Manager (Accredited)	\$34.50	\$1,311.00	\$68,172	N/A
Client Services Manager (Yet to be Accredited)	\$32.01	\$1,216.38	\$63,252	N/A
Client Services Officer (Accredited)	\$25.63	\$ 973.94	\$50,645	\$32.04
Client Services Officer (Yet to be accredited)	\$23.77	\$ 903.26	\$46,970	\$29.71
Trainee Client Services Officer	\$21.82	\$ 829.16	\$43,116	\$27.27

**Notes:** Weekly rate is the hourly rate multiplied by 38, and the annual rate is the weekly rate multiplied by 52.

- (b) Increases in minimum rates of pay. Increases in the minimum rates of pay prescribed in clause 21(a) are to be effected as follows:
- 4.0% effective from the first full pay period to commence on or after 31 July 2012; and
  - 4.0% effective from the first full pay period to commence on or after 31 July 2013.

### 22. Payment of earnings

- (a) Payment of earnings (after tax and any authorised deductions) is to be made fortnightly by electronic transfer of funds (EFT) into an account nominated by the employee with a bank or other recognised financial institution, provided that such financial institution is capable of receiving employees' pay deposits.
- (b) Following each fortnightly pay deposit, employees will be provided with a statement showing details of earnings and any authorised deductions. This statement will comply with the requirements set out in Fair Work Regulation 3.33.
- (c) To avoid doubt, in this Agreement the term "average of 76 hours in a fortnight over a roster cycle" will not result in an employee receiving variable payment for ordinary hours worked (e.g. a low number of hours paid in one period and a higher number of hours paid in another period). In each fortnightly pay cycle employees will be paid 76 hours ordinary time (subject of course to deduction for any unpaid absences).

### 23. Superannuation

- (a) The Company will make contributions to an eligible choice superannuation fund (complying fund) on behalf of employees in accordance with the provisions of the *Superannuation Guarantee (Administration) Act 1992* (Cth).

- (b) In the event that an employee does not exercise his/her right to choose a superannuation fund or if he/she fails to do so within the prescribed time, the Company will make contributions on the employee's behalf to the Serco Australia Superannuation Fund (default fund).
- (c) An employee may direct the Company to make additional superannuation contributions on an after tax basis or on a pre tax basis utilising a lawful salary sacrifice arrangement.

#### **24. District Allowances, High Activity Courts Allowance & general allowances**

- (a) District Allowances will be paid to full time employees who are located permanently at Roebourne, Broome, South Hedland, Kalgoorlie, Kununurra or Carnarvon. District Allowances are flat allowances and separate from an employee's ordinary rate of pay. District Allowances will be paid in fortnightly instalments in the normal pay cycle. Further, these allowances would cease to apply if an employee transfers from one of the defined locations.
- (b) District allowances for Client Service Officers that apply from 31 July 2011 are as follows.

<b>Job Classification</b>	<b>District Allowance p.a</b>	<b>Air conditioning Allowance</b>
Client Service Officer (Accredited)	\$14,000	✓
Client Service Officer (Yet to be accredited)	\$12,000	✓

- (c) District allowances for Client Service Managers that apply from 31 July 2011 are as follows.

<b>Job Classification</b>	<b>District Allowance p.a</b>	<b>Air conditioning Allowance</b>
Client Service Manager (Accredited)	\$19,000	✓
Client Service Manager (Yet to be accredited)	\$16,000	✓

- (d) High Activity Courts Allowances. In addition to the district allowances set out in clause 11(c) above, Client Service Managers who are responsible for and/or are assigned to "High Activity Courts" (as defined) will be entitled to an allowance at the rate of \$6,325 per annum, paid in fortnightly instalments in the normal pay cycle.
- (e) Air Conditioning Allowance. The air conditioning allowance will be paid to employees permanently located at a remote District centre. It does not apply to secondees or employees on fly in fly out arrangements.

This allowance will be paid monthly in arrears upon employees submitting a claim to the Manager – Regional Operations. Where an employee is transferred or resigns, the allowance may be submitted at the date of transfer or termination of employment.

Air Conditioning Allowances.

Number of months payment	Period applicable	Married/Partner		Single
		\$ per month with dependants	\$ per month no dependants	\$ per month living alone or shared
7	1 October- 30 April	\$173.56	\$115.72	\$69.43

- (f) Remote District travel entitlement. For full time employees who transfer during employment with the company and who are located permanently at a remote District centre, one return trip to Perth by air will be provided per annum, after each period of 12 months service at the remote District location, to coincide with an approved period of leave, or the monetary equivalent of the standard airfare return rate as set out below. Rates as set out below will be reviewed on an annual basis on the anniversary of date of Approval of this Agreement.

▪ Kununurra	\$1,097.64
▪ Broome	\$ 856.33
▪ South Hedland	\$ 801.66
▪ Roebourne	\$ 610.00
▪ Carnarvon	\$ 452.00
▪ Kalgoorlie	\$ 595.69

- (g) Higher Duties Allowance. Where a Client Service Officer is required to act in the role of a Client Service Manager, a higher duties allowance will be payable for any period in excess of 1 day. The purpose of the higher duties allowance is to provide cover for absences due to sickness or training. The allowance will only be payable for full days of acting in the higher role.

Approval must be obtained from the relevant Assistant Director – Operations prior to any period of higher duties being paid. The allowance for higher duties will be 50% of the difference in daily rate of pay between the Client Service Manager (YTBA) and the Client Service Officer (Accredited).

## 25. Secondments

- (a) From time to time employees will be required to work at locations away from their normal rostered place of work. Where an employee is seconded to a regional location the following arrangements will apply.
- (b) Employees will be provided with taxi vouchers (or equivalent) to cover the journey from their normal place or residence to the airport and on the completion of the secondment from the airport to their normal place of residence.
- (c) Employees, other than full time employees, will be paid a minimum of 7.6 ordinary hours for the first working day of the secondment. Subsequent minimum daily hours will be in accordance with an employee's employment type and set out in clauses 14, 15, 16 and 17 hereof.
- (d) Employees are entitled to be paid the ordinary hourly rate for the time taken to travel to the secondment location. For secondments that involve air travel, it applies to the actual time of the flight plus one (1) hour and does not include travel to and return from the airport, but does include delayed travel time due to flight delays. Travel time will be paid at single time

- (e) Air travel on regular commercial airlines is required for secondments, the cost of which is provided by the company. In the event that commercial air travel is not available alternative commercial travel will be arranged by the company.

## **26. On Call Allowance**

- (a) Employees may be required to participate in an on call roster, are to be contactable and available to work for periods outside their usual rostered work. Employees are to ensure the company is informed in writing of any change to their contact details.
- (b) The employee on the on call roster will be paid at \$23.67 per day provided they remain contactable and ready to perform extra work as operationally required.
- (c) At regional sites the company may require two employees to be on call for 24 hours commencing at 08.00 on any day.
- (d) Employees on the on call roster must complete the on call time to be entitled to payment, except in emergency cases of substantiated sickness.
- (e) Where the employees are on call on a regular basis, the Assistant Director - Regional Operations must ensure that there is an equitable spread of "on call" over weekends and public holidays.
- (f) On call allowance is payable whether or not the employee is required to work. Where an employee is required to work then they will be paid in accordance with clause 20 for a minimum of 4 hours.

## **27. Meal allowances**

- (a) Overtime. An employee, excluding 12 hour shift workers, required on any day to work for more 9.6 hours or more will be paid one meal allowance of \$23.05 in addition to any overtime payment to which he or she may be entitled. This allowance will not be paid when the employee claims the overnight meal allowance prescribed in clause 27(b) hereof.
- (b) Escort meal allowance. Employees engaged on coach or air escorts to Kalgoorlie, Albany & Broome will be paid an escort meal allowance of \$25.93.
- (c) Overnight meal allowances. From time to time employees will be required to work away from their normal rostered place of work and stay away over night. Where an employee is away from their normal rostered place of work over night they will be entitled to the following allowances for each meal break they are away.

<b>Destination</b>	<b>Breakfast</b>	<b>Lunch</b>	<b>Dinner</b>
Broome	\$21.69	\$21.69	\$43.40
Carnarvon	\$21.69	\$21.69	\$43.40
Kalgoorlie	\$21.69	\$21.69	\$43.40
Roebourne	\$21.69	\$21.69	\$43.40
South Hedland	\$21.69	\$21.69	\$43.40
Albany	\$14.47	\$14.47	\$28.92
Bunbury	\$14.47	\$14.47	\$28.92
Geraldton	\$14.47	\$14.47	\$28.92

## **28. Footwear allowance**

The Company will provide an annual footwear allowance of \$125.70 on the anniversary of 12 months continuous service.

## **29. Increases in allowances**

The following allowances will be increased by the annual increase in the Consumer Price Index (Perth) as published by the Australian Bureau of Statistics. Any increase will be effective from the first pay period on or after 1 July 2012 and 1 July 2013 respectively, and will be paid as soon as practicable after the publication of the CPI.

- Air conditioning allowance - clause 24(e)
- On call allowance - clause 26
- Meal allowances - clause 27
- Footwear allowance - clause 28.



## **Leave and Public Holidays**

### **30. Annual leave**

- (a) A full time employee is entitled to 4 weeks paid annual per annum. Annual leave accrues progressively during a year of employment and accumulates from year to year.

Where an employee is a shift worker they shall be entitled to an extra weeks annual leave for each completed 12 months of service, on a pro-rata basis.

- (b) A part time employee is entitled to annual leave on a pro rata basis in accordance with the number of hours per week the employee is engaged to work.
- (c) Annual leave is to be taken at dates agreed between an employee and the Company as soon as practicable after an employee's entitlement to leave becomes due. An employee is able to take annual leave as it accrues, subject to the needs of the business.
- (d) In circumstances where agreement as to the date(s) of taking leave cannot be reached, the Company and/or the employee must give at least 1 months notice of the intention to take or give annual leave. The Company will endeavour to give employees notice of the requirement to take leave as far in advance as possible.
- (e) Annual leave may be taken in one period or in any periods by agreement between an employee and the Company.
- (e) An annual leave loading of 17.5% of the employees base classification rate of pay, will be paid during periods of annual leave.
- (f) Entitlement to cash out part of annual leave. An employee and the Company may agree to an employee cashing out part of his/her annual leave provided that:
- (i) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued leave entitlement to paid annual leave being less than 4 weeks; and
  - (ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employee and the company

### **31. Public holidays**

- (a) An employee will be entitled to the following paid holidays where rostered to work on that day:

- New Year's Day
- Australia Day
- Labour Day
- Good Friday
- Easter Monday
- Anzac Day
- Foundation Day
- Sovereign's Birthday
- Christmas Day
- Boxing Day

- (b) When any of the days mentioned in clause 29(a) hereof, except ANZAC Day and Australia Day, falls on a Saturday or a Sunday the holiday will be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday will be observed on the next succeeding Tuesday. In each case the substituted day will be a holiday without deduction of pay and the day for which it is substituted will not be a holiday.
- (c) Any employee who is absent from work on the working day (or part thereof) before or on the working day (or part thereof) after a public holiday prescribed by this clause, without a doctor's certificate or without the consent of the employer will not be entitled to payment for that holiday.
- (d) 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 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.

### **32. Personal/Carers leave**

- (a) The provisions of this clause apply to full time, regular flexi time, specified term and part time employees, but do not apply to casual employees.
- (b) For each year of continuous employment with the Company, an employee is entitled to 10 days (76 hours) of paid personal/carers' leave. An employee's entitlement to paid personal/carers' leave accrues progressively during a year of employment and accumulates from year to year.
- (c) A part time employee will accrue personal leave on a pro rata basis.
- (d) An employee may use any of his/her available balance of personal leave as paid carer's leave.
- (e) Paid personal leave is available to an employee when he or she is absent due to:
  - personal illness or injury (sick leave); or
  - for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support (carer's leave); or
  - attending to an unexpected emergency.
- (f) The entitlement to carer's leave is subject to the person in respect of whom the leave is taken being either:
  - a member of the employee's immediate family; or
  - a member of the employee's household
- (g) Employee must give notice. As soon as practicable before the commencement of ordinary hours, the employee is to inform the company of his or her inability to attend for duty. The notice must include an estimate of how long the employee expects to be away from work.
- (h) Evidence supporting claim.
  - (i) In any year, 5 days (38 hours) sick leave may be taken without requirement for the employee to provide evidence supporting a claim for sick leave.
  - (ii) For sick leave claimed in excess of 5 days in any year, or if sick leave is taken on a Monday, Friday, or following a Public Holiday, the employee must establish by production of a medical certificate from a registered medical practitioner that the employee was unable to work because of injury or personal illness.

- (l) Carer's leave. An employee other than a casual, is entitled to use any available balance of personal leave each year to care for members of his or her immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.
- (j) Notice required. Before taking carer's leave, an employee must give notice to the company before his or her next rostered starting time, unless he or she has a good reason for not doing so. The notice must include:
  - the name of the person requiring care and support and his or her relationship to the employee;
  - the estimated length of absence.
- (k) Evidence supporting claim. The employee must, if required by the company, establish by production of a medical certificate from a registered medical practitioner, that the illness is such as to require care by another. If it is not reasonably practicable for the employee to give a medical certificate, then a statutory declaration made by the employee may be required.
- (l) Unpaid leave. An employee may take up to 2 days unpaid carer's leave, or further unpaid carer's leave by agreement with the Company.

### **33. Compassionate leave**

- (a) Compassionate leave is paid leave taken by an employee for the purposes of spending time with a person who:
  - (i) is a member of the employee's immediate family or a member of the employee's household; and
  - (ii) has a personal illness, or injury, that poses a serious threat to his or her life; or
  - (iii) after the death of a member of the employee's immediate family or a member of the employee's household.
- (b) Subject to this clause, an employee is entitled to a period of 4 days of compassionate leave for each occasion when a member of the employee's immediate family or a member of the employee's household:
  - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
  - (ii) sustains a personal injury that poses a serious threat to his or her life; or
  - (iii) dies.
- (c) Compassionate leave may be taken in a single unbroken period of 4 days or two separate periods or otherwise as agreed with the Company.
- (d) The rate of pay for compassionate leave is the amount that an employee would reasonably have been expected to be paid had he/she worked during the period (ie. ordinary rostered hours at their respective classification).
- (e) However, the employee is entitled to compassionate leave only if the employee gives the Company any evidence that the Company reasonably requires of the illness, injury or death.

### **34. Parental leave**

Parental leave (maternity, paternity, adoption leave) is unpaid leave which is granted and arranged in accordance with the provisions of Part 2-2, Division 5 of the *Fair Work Act 2009* (Cth.) ("FW Act"). An employee will be entitled to parental leave in accordance with these provisions.

With respect to parental leave, the FW Act provides that to be eligible for such leave, an employee must have had at least 12 months continuous service with his or her employer immediately preceding the date on which he or she commences leave.

It is acknowledged and agreed that in circumstances where an employee has not had at least 12 months continuous employment with the company immediately preceding the date on which an employee seeks to commence parental leave, such that the employee is not entitled to leave in accordance with the provisions of the FW Act, the company is under no obligation to grant any other type of paid or unpaid leave, and the employee's employment with the company may cease when he/she is unable to attend for work and perform the functions of the job.

### **35. Long service leave**

Long service leave accrues and is paid in accordance with the provisions of the *Long Service Leave Act 1958 (W.A.)* as amended.

### **36. Emergency Services leave**

- (a) 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.
- (b) Applications are to be approved by the Assistant Director – Metropolitan Operations or Assistant Director – Regional Operations and accompanied by evidence of the necessity of attendance.

## ***Occupational Health & Safety, Uniforms & Training***

### **37. Occupational health & safety**

- (a) The parties agree to comply with the provisions of the *Occupational Safety and Health Act 1984* and regulations as varied from time to time. The *Occupational Safety and Health Act 1984* and regulations are not part of this Agreement and are not incorporated into this Agreement.
- (b) The parties agree to strive at all times to ensure to the maximum extent possible the maintenance of a safe and healthy workplace through:
  - Compliance with Serco's Occupational Health & Safety policies and commitment to the Serco principle of "Zero Harm".
  - Continuous review of work and management practices affecting the Inter-relationship between efficiency, health and safety and job satisfaction at a site level;
  - Measures designed to increase efficiency which ensure safe and healthy operation and enhanced job satisfaction;
  - Training including hazard specific and health and safety system training; and
  - 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.
- (c) An Occupational Health and Safety Committee will be established at each site and at contract level.
- (d) 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.

### **38. Uniforms & identification cards**

- (a) The company will provide all employees with a compulsory uniform upon commencement of employment.

An employee who is required to wear a uniform must comply with Serco Uniform Policy, which includes the following matters.

  - An employee must not commence work unless the uniform is in a clean and pressed state.
  - A name badge must be worn at all times while an employee is on duty.
  - Employees are only permitted to wear the uniform whilst travelling to and from work, or in their official capacity. Wearing of uniforms whilst conducting personal business is not permitted.
  - The uniform will be replaced by the company on a fair wear and tear basis or if unsuitable due to size, provided that the old uniform is returned to the company.
- (b) The uniform remains the property of the company 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 Contract Director.
- (c) An employee who resigns, or who has his/her employment terminated, must return the identification card, name badge and uniform within 48 hours of ceasing employment.

### **39. Training & development**

- (a) Employees agree to participate in ongoing training courses and development as directed by the company.
- (b) Client Service Officers and Client Service Managers may be required to attend any of the compulsory courses designated by the company on their rostered days off when the course cannot be scheduled during the employee ordinary working hours due to operational reasons.
- (c) Client Service Officers and Client Service Managers who attend any of the compulsory courses on their rostered days off will be eligible to be paid at overtime rates.
- (d) Client Service Officers and Client Service Managers who are requested to attend any non core training on their rostered day off will be eligible to be paid at overtime rates however the attendance will not be compulsory.
- (e) The following training is compulsory for all client service officers and client service managers.
  - Duty of Care.
  - Senior first aid training once every 3 years.
  - CPR refresher once every year
  - Defensive equipment techniques refresher once every three year.
- (f) Client Service Officers must obtain a Certificate III in Correctional Practice within 12 months of commencing employment as an officer.
- (g) Client Service Managers must obtain a Certificate IV in Correctional Practice within 12 months after receiving their manager permit.
- (h) The company will assist all employees to achieve these qualifications within the specified timeframes.
- (i) Failure to complete Certificate III or Certificate IV qualifications within the specified timeframes, may lead to termination of employment. However, consideration will be given to individual circumstances with additional time and support being provided where this is assessed as reasonable.

### **40. Union delegate(s) training**

Upon election or appointment as a TWU delegate, an employee will be entitled to 2 days paid absence to attend union training. Release of an employee for paid union training leave will be subject to operational requirements, and the union will provide the company with reasonable notice when requesting an employee be released for training.

### **41. Induction programs – union participation.**

The company will provide the opportunity for a TWU delegate and/or a TWU Officer to make presentations to new employees about the union and/or benefits of union membership, as part of the formal Serco induction process.

The company and the union will establish arrangements as to the content and conduct of presentations and evidence these arrangements in a Memorandum of Understanding as soon as practicable after the date of Approval of this Agreement.

The company may also seek TWU involvement in supporting programs of common interest such as safety and health initiatives.

## ***Grievances and Dispute Resolution, Consultation***

### **42. Grievance and dispute settlement procedure**

- (a) In the event of a grievance or dispute arising (including disputes about matters under this Agreement and the National Employment Standards), in the first instance there will be an attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor.
- (b) If such discussions do not resolve the matter, then by discussions between the employee or employees concerned and more senior levels of management as appropriate and/or the Assistant Director – People & Organisational Development. At and from this stage, a party to the dispute may appoint another person, union officer, organisation or association to a company or represent them in relation to the dispute.
- (c) If the matter or dispute is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to FW Australia for resolution by mediation and/or conciliation and, if necessary arbitration. If arbitration is necessary, FW Australia may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- (d) The decision of FW Australia will bind the parties, subject to either party exercising a right of appeal.
- (e) It is a term of this Agreement that while the dispute settlement procedure is being conducted work shall continue normally unless an employee has a reasonable concern about an imminent risk to his or her health or safety.
- (f) Employees and their representatives agree that minimum staffing levels will be maintained at each site at all times to ensure the health, care and well being, 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 DCS.

### **43. Joint Consultative Committee**

- (a) There will be an employee/ management Consultative Committee.
- (b) This Committee will consist of employee nominated representatives (maximum 4), and management representatives, as determined by consultation between employees and the company.
- (c) This Committee will meet on a quarterly basis to consider any issues relating to the operation of this Agreement, which may be raised by the employees or the company.

### **44. Consultation term**

- (a) This term of the Agreement applies if the company has made a definite decision to introduce a major change to program, organisation, structure, or technology in relation to its business and the change is likely to have a significant effect on employees of the business.
- (b) The company must notify the relevant employees of the decision to introduce the major change.
- (c) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (d) If a relevant employee appoints, or relevant employees appoint a representative for the purpose of consultation, and the employee or employees advise the company of the identity of the representative, then the company must recognise the representative.

- (e) If a relevant employee appoints, or relevant employees appoint a representative for the purposes of consultation; and the employee or employees advise the company of the identity of the representative, then the company must recognise the representative.
- (f) As soon as practicable after making its decision, the company must :-
  - (i) discuss with the relevant employees:
    - the introduction of the change; and
    - the effect the change is likely to have on the employees; and
    - measures the company is taking to avert or mitigate the adverse effect of the change on the employees.
  - (ii) for the purposes of the discussion, provide in writing, to the relevant employees:
    - all relevant information about the change including the nature of the change proposed; and
    - information about the expected effects of the change on the employees; and
    - any other matters likely to affect the employees.
- (g) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees or their representative.
- (h) The company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (h) If a term in elsewhere in this Agreement provides for a major change to program, organisation structure, technology or prescribes arrangements for cross deployment, multi skilling and or of determining staffing levels in relation to the company's business, the requirements set out in sub clauses (b), (c) (d) and (e) are taken not to apply.
- (i) In this term, a major change is likely to have a significant effect on employees if it results in:
  - (i) the termination of the employment of employees; or
  - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (iv) the need to retrain employees; or
  - (v) the need to relocate employees to another workplace; or
  - (vi) the restructuring of jobs.
- (j) In this term, "relevant employees" means the employees who may be affected by the major change.




## Signatures of the Parties

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

[REDACTED]  
by its Operations Director – Justice and Corrections  
Serco Civil Government



DATED This 17 day of June 2011

  
.....  
Andrew Beck

SIGNED for and on behalf of:  
Transport Workers Union W.A. (ABN 37 494 080 661)

[REDACTED]  
by its State Secretary

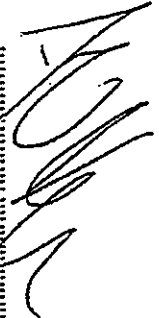
DATED This 17 day of June 2011

  
.....  
Richard Kuanat  
  
WESTERN AUSTRALIAN  
BRANCH

SIGNED for and on behalf of:  
Transport Workers Union (ABN 18 559 030 246)  
Transport House

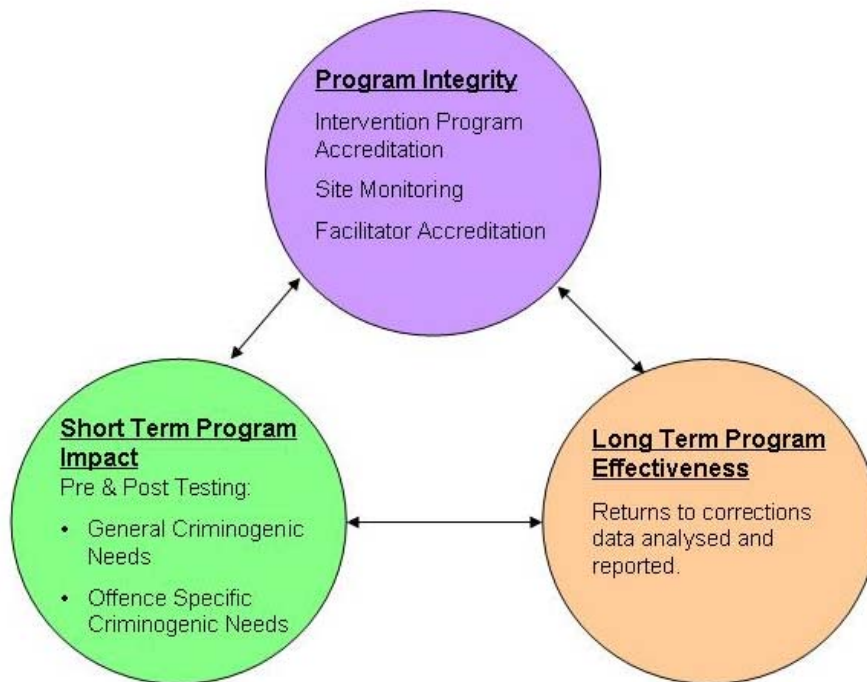
[REDACTED]  
by its Federal Secretary

DATED This day of June 2011

  
.....  
Anthony V. Sitedon



### Attachment – Question 31.3



**Figure 1: Program Evaluation Framework Overview**

### Attachment – Question 31.7

Table 1: Participants who undertook High Intensity Prison Programs in 2010

<b>Program</b>	<b>Number of Participants</b>
PATHWAYS PROGRAM	435
MOVING ON FROM DEPENDENCIES	50
CHOICE CHANGE AND CONSEQUENCES	27
INTENSIVE SEX OFFENDING	21
INDIGENOUS MEDIUM SEX OFFENDING	10
MEDIUM SEX OFFENDING	54
INTENSIVE VIOLENT OFFENDING	62
MEDIUM INTENSITY VIOLENCE	115
	<b>774</b>

Table 2: Participants who undertook High Intensity Community Programs in 2010

<b>PROGRAM</b>	<b>NUMBER OF PARTICIPANTS</b>
BREAKING OUT	36
ADDICTIONS INDIVIDUAL COUNSELLING	11
PATHWAYS PROGRAM	62
CHANGE AND EMOTIONS	88
SEX OFFENDING COMMUNITY BASED PROGRAM	51
SEX OFFENDING INDIVIDUAL COUNSELLING	11
SEX OFFENDING MAINTENANCE PROGRAM	16
	<b>550</b>

### Attachment – Question 32.2 and 32.3

Agency	Estimated funding (excl GST)	Programs delivered	Location	Number of places offered
Cyrenian House	\$303,331.08	Pathways	Various Metro Prisons	72
Hoyoake	\$303,331.08	Pathways	Various Metro Prisons	72
Aboriginal Alcohol and Drug Service	\$303,331.08	Pathways	Various Metro Prisons	72
Womens Health Service	\$99,459.36	Pathways	Various Metro Prisons	12
Regional Counselling and Mentoring Service	151,665.54	Pathways	Albany Regional Prison	36
Communicare Inc	\$675,000.00	Medium Intensity Violence/Medium Intensity Rehabilitation Program Families Without Fear (Domestic Violence Program)	Various Metro Prisons	108
			Selected Community Sites	144
Mens Outreach Service	\$65,000.00	Indigenous Men Managing Anger and Substance Use	Broome	40
Relationships Australia	\$841,872.72	Mens Domestic Violence Group Program	Selected community sites in the metropolitan area, Bunbury and Northam	192
Anglicare	\$108,546.24	Changing Tracks (Domestic Violence Program)	Albany Community	48

### Attachment – Question 32.4 and 32.5

Agency	Estimated funding (excl GST)	Programs delivered	Location	Number of places offered	Estimated number of completions
Cyrenian House	\$316,602.35	Pathways	Various Metro Prisons	72	43 (2 groups still in progress)
Hoyoake	\$342,145.80	Pathways	Various Metro Prisons	96	68 (2 still in progress)
Aboriginal Alcohol and Drug Service	\$160,000.00	Pathways	Various Metro Prisons	48	12 (3 groups still in progress)
Womens Health Service	\$166,320.00	Pathways	Various Metro Prisons	48	35 (1 group still in progress)
Regional Counselling and Mentoring Service	\$345,945.60	Pathways	Albany Regional Prison	96	74 (1 group in progress)
Communicare Inc	\$1,266,274.30	Medium Intensity Violence/Medium Intensity Rehabilitation Program Families Without Fear (Domestic Violence Program)	Various Metro Prisons + Selected Community Sites	144	68 ( 4 programs still in progress)
			Selected Community Sites	72	42
Mens Outreach Service	\$75,500.00	Indigenous Men Managing Anger and Substance Use	Broome	40	22
Relationships Australia	\$749,392.34	Mens Domestic Violence Group Program	Selected community sites in the metropolitan area, Bunbury and Northam	192	38
Anglicare	\$90,766.75	Changing Tracks (Domestic Violence Program)	Albany Community	48	2

## Attachment – Questions 33.1 parts a and b

Table 1: Proposed Prison Programs to be delivered in 2011/12

<b>CATEGORY</b>	<b>PROGRAM TYPE</b>	<b>LOCATIONS</b>
ADDICTIONS OFFENDING	GOING HOME	CASUARINA, EASTERN GOLDFIELDS, GREENOUGH,
	INDIGENOUS MEN MANAGING ANGER & SUBSTANCE USE PROGRAM	BROOME, CASUARINA, EASTERN GOLDFIELDS, GREENOUGH AND ROEBOURNE REGIONAL PRISONS
	PATHWAYS PROGRAM	ACACIA, ALBANY, BANDYUP, BORONIA, BUNBURY, CASUARINA, KARNET AND WOOROLOO PRISONS
COGNITIVE SKILLS	BRIEF INTERVENTION	BANDYUP, CASUARINA AND HAKEA PRISONS
	BUILDING ON ABORIGINAL SKILLS PROGRASM	BROOME, CASUARINA, EASTERN GOLDFIELDS, GREENOUGH AND ROEBOURNE REGIONAL PRISONS
	LEGAL AND SOCIAL AWARENESS PROGRAM	BUNBURY PRISON
	THINK FIRST PROGRAM	ACACIA, ALBANY, BANDYUP, BORONIA, BUNBURY, CASUARINA, GREENOUGH, HAKEA, KARNET AND WOOROLOO PRISONS
GENERAL OFFENDING	CHOICE CHANGE AND CONSEQUENCES PROGRAM	BANDYUP PRISON
SEX OFFENDING	INDIGENOUS MEDIUM PROGRAM	GREENOUGH REGIONAL PRISON
	DENIERS	CASUARINA AND KARNET PRISONS
	INTELLECTUAL	

	DISABILITIES PROGRAM	BUNBURY PRISON
	INTENSIVE PROGRAM	ALBANY, BUNBURY, CASUARINA AND KARNET PRISONS
	MEDIUM PROGRAM	ACACIA, BUNBURY AND KARNET PRISONS
VIOLENT OFFENDING	STOPPING FAMILY VIOLENCE	ACACIA, CASUARINA AND WOOROLOO PRISONS
	INDIGENOUS FAMILY VIOLENCE PROGRAM	BROOME, CASUARINA, EASTERN GOLDFIELDS, GREENOUGH AND ROEBOURNE PRISONS
	INTENSIVE PROGRAM	ACACIA, CASUARINA AND WOOROLOO PRISONS
	MEDIUM INTENSITY VIOLENCE PROGRAM	CASUARINA, KARNET AND WOOROLOO PRISONS

Table 2: Proposed Community Programs to be delivered in 2011/12

CATEGORY	PROGRAM TYPE	LOCATIONS
ADDICTIONS OFFENDING	BREAKING OUT PROGRAM	BROOME, BUNBURY, CENTRAL-EAST METROPOLITAN (CEM), CENTRAL-WEST METROPOLITAN (CWM), AND NORTH-WEST METROPOLITAN (NWM)
	INDIGENOUS MEN MANAGING ANGER & SUBSTANCE USE PROGRAM	BROOME
	INDIVIDUAL COUNSELLING	CWM AND NWM
	PATHWAYS PROGRAM	CWM
COGNITIVE SKILLS	BUILDING ON ABORIGINAL SKILLS PROGRAM	BROOME AND KALGOORLIE
	COGNITIVE BRIEF INTERVENTION	BUNBURY, CEM, CWM, MANDURAH, NWM,



		ROCKINGHAM, SOUTH-EAST METROPOLITAN (SEM) AND SOUTH-WEST COASTAL (SWC)
GENERAL OFFENDING	CHANGE AND EMOTIONS PROGRAM	CWM, NWM, AND SEM
	MEDIUM INTENSITY REHABILITATION PROGRAM	CWM
SEX OFFENDING	COMMUNITY BASED PROGRAM	CWM
	INDIVIDUAL COUNSELLING	BUNBURY, CEM, AND CWM
	MAINTENANCE PROGRAM	CWM
VIOLENT OFFENDING	INDIGENOUS FAMILY VIOLENCE (MEN GOING FORWARD)	CWM, GERALDTON, NORTH-EAST METROPOLITAN (NEM), SEM AND SWC
	STOPPING FAMILY VIOLENCE	CEM
	EXTERNAL DV	ALBANY, BUNBURY CWM, MANDURAH NEM, NWM, NORTHAM, ROCKINGHAM, SEM AND SWC

### Attachment – Question 33.3 parts a and b

Table 1: Prison Program Delivery and Locations in 2010/11\*

\*This information is based on data from Q1, Q2 and Q3 of 2010/11

<b>CATEGORY</b>	<b>PROGRAM TYPE</b>	<b>LOCATIONS</b>
ADDICTIONS OFFENDING	ABORIGINAL EDUCATIONAL PREVENTING AND MANAGING RELAPSE PREVENTION	ACACIA PRISON
	INDIGENOUS MEN MANAGING ANGER & SUBSTANCE USE PROGRAM	BROOME, GREENOUGH AND ROEBOURNE REGIONAL PRISONS
	MOVING ON FROM DEPENDENCIES PROGRAM	ACACIA PRISON
	PATHWAYS PROGRAM	ALBANY, BANDYUP, BORONIA, BUNBURY, CASUARINA, KARNET AND WOOROLOO PRISONS
	WOMENS SUBSTANCE USE PROGRAM	EASTERN GOLDFIELDS REGIONAL PRISON
COGNITIVE SKILLS	BRIEF INTERVENTION	CASUARINA AND HAKEA PRISONS
	BUILDING ON ABORIGINAL SKILLS PROGRAM	BROOME, EAST GOLDFIELDS, GREENOUGH AND ROEBOURNE REGIONAL PRISONS
	LEGAL AND SOCIAL AWARENESS PROGRAM	CASUARINA PRISON
	THINK FIRST PROGRAM	ACACIA, ALBANY, BANDYUP, BORONIA, BUNBURY, CASUARINA, GREENOUGH, KARNET AND WOOROLOO PRISONS
GENERAL OFFENDING	CHOICE CHANGE AND CONSEQUENCES PROGRAM	BANDYUP PRISON

SEX OFFENDING	INDIGENOUS MEDIUM PROGRAM	GREENOUGH REGIONAL PRISON
	INDIVIDUAL COUNSELLING	CASUARINA PRISON
	INTELLECTUAL DISABILITIES PROGRAM	CASUARINA PRISON
	INTENSIVE PROGRAM	BUNBURY AND CASUARINA PRISONS
	MEDIUM PROGRAM	ACACIA AND KARNET PRISONS
VIOLENT OFFENDING	BUILDING BETTER RELATIONSHIPS (DV) PROGRAM	ACACIA PRISON
	INDIGENOUS FAMILY VIOLENCE PROGRAM	BROOME, CASUARINA, EAST GOLDFIELDS, GREENOUGH AND ROEBOURNE PRISONS
	INTENSIVE PROGRAM	ACACIA AND CASUARINA PRISON
	MEDIUM INTENSITY VIOLENCE PROGRAM	BUNBURY, CASUARINA, KARNET AND WOOROLOO PRISONS

Table 2: Community Program Delivery and Locations in 2010/11\*

\*This information is based on data from Q1, Q2 and Q3 of 2010/11

CATEGORY	PROGRAM TYPE	LOCATIONS
ADDICTIONS OFFENDING	BREAKING OUT PROGRAM	BROOME, BUNBURY, CEM, CWM, AND NWM
	INDIGENOUS MEN MANAGING ANGER & SUBSTANCE USE PROGRAM	BROOME
	INDIVIDUAL COUNSELLING	CWM AND NWM
	PATHWAYS PROGRAM	CWM

COGNITIVE SKILLS	BUILDING ON ABORIGINAL SKILLS PROGRAM	BROOME AND KALGOORLIE
	COGNITIVE BRIEF INTERVENTION	BUNBURY, CEM, CWM, MANDURAH, NWM, ROCKINGHAM, SEM AND SWC
GENERAL OFFENDING	CHANGE AND EMOTIONS PROGRAM	CWM, NWM, AND SEM
SEX OFFENDING	COMMUNITY BASED PROGRAM	CWM
	INDIVIDUAL COUNSELLING	BUNBURY, CEM, AND CWM
	MAINTENANCE PROGRAM	CWM
VIOLENT OFFENDING	INDIGENOUS FAMILY VIOLENCE (MEN GOING FORWARD)	CWM, GERALDTON, NEM, SEM and SWC
	STOPPING FAMILY VIOLENCE	CEM
	EXTERNAL DV	ALBANY, BUNBURY CWM, MANDURAH NEM, NWM, NORTHAM, ROCKINGHAM, SEM AND SWC

### Attachment – Question 33.3 part c

Table 1: Participants in Prison Programs in 2010/11\*end Q3 2010/11

<b>CATEGORY</b>	<b>PROGRAM</b>	<b>ACACIA</b>	<b>PUBLIC PRISONS</b>	<b>TOTALS</b>
ADDICTIONS OFFENDING	ABORIGINAL EDUCATIONAL PREVENTING AND MANAGING RELAPSE PROGRAM	10		10
	INDIGENOUS MEN MANAGING ANGER AND SUBSTANCE USE PROGRAM		66	66
	MOVING ON FROM DEPENDENCIES PROGRAM	40		40
	PATHWAYS PROGRAM		319	319
	WOMENS SUBSTANCE USE PROGRAM		10	10
COGNITIVE SKILLS	BRIEF INTERVENTION		206	206
	BUILDING ON ABORIGINAL SKILLS PROGRAM		107	107
	LEGAL AND SOCIAL AWARENESS PROGRAM		6	6
	THINK FIRST PROGRAM	91	270	361
GENERAL OFFENDING	CHOICE CHANGE AND CONSEQUENCES		20	20
SEX OFFENDING	INDIGENOUS MEDIUM PROGRAM		10	10
	INDIVIDUAL COUNSELLING		1	1

	INTELLECTUAL DISABILITIES		6	6
	INTENSIVE PROGRAM		21	21
	MEDIUM PROGRAM	20	24	44
VIOLENT OFFENDING	BUILDING BETTER RELATIONSHIPS (DV) PROGRAM	10		10
	INDIGENOUS FAMILY VIOLENCE PROGRAM		79	79
	INTENSIVE PROGRAM	18	8	26
	MEDIUM INTENSITY VIOLENCE PROGRAM		87	87
		<b>189</b>	<b>1306</b>	<b>1429</b>

Table 2: Participants in Community Programs in 10/11\*end Q3 2010/11

<b>CATEGORY</b>	<b>PROGRAM TYPE</b>	<b>TOTALS</b>
ADDICTIONS OFFENDING	BREAKING OUT PROGRAM	36
	INDIGENOUS MEN MANAGING ANGER AND SUBSTANCE USE PROGRAM	12
	INDIVIDUAL COUNSELLING	8
	PATHWAYS PROGRAM	38
COGNITIVE SKILLS	BUILDING ON ABORIGINAL SKILLS PROGRAM	6
	BRIEF INTERVENTION PROGRAM	139
GENERAL OFFENDING	CHANGE AND EMOTIONS PROGRAM	46

SEX OFFENDING	COMMUNITY BASED PROGRAM	7
	INDIVIDUAL COUNSELLING	5
	MAINTENANCE PROGRAM	6
VIOLENT OFFENDING	IFV (MEN GOING FORWARD)	81
	STOPPING FAMILY VIOLENCE PROGRAM	4
	EXTERNAL DV	289
		<b>677</b>

## Attachment – Question 45.1

<b>Day 1</b> What is diversity – reflect on own values and differences to understand others <ul style="list-style-type: none"> <li>▪ Define &amp; discuss the meaning of Diversity</li> <li>▪ Describe individual personal identity</li> <li>▪ Reflect on own values and perspectives in order to become culturally capable.</li> </ul>	<b>Day 2</b> First people <ul style="list-style-type: none"> <li>▪ Learn of different groups; understanding the grouping that exists in Aboriginal culture.</li> <li>▪ Time line of events since colonisation</li> </ul>	<b>Day 3</b> Inclusivity and culturally safe workplaces <ul style="list-style-type: none"> <li>▪ Identify incidents and events that have perpetuated reform</li> <li>▪ Explain the implementation policies and strategies that encourage cultural safety</li> <li>▪ Examine communication styles that reflect cultural awareness in the work place</li> <li>▪ Use cultural communication styles in the workplace</li> <li>▪ Identify strategies to address issues</li> </ul>
Group Culture <ul style="list-style-type: none"> <li>▪ Examine other group cultures and their evolution</li> <li>▪ Discuss opportunities that diverse cultural groups can provide in a community and workplace</li> <li>▪ Demonstrate awareness of culture as a factor in all human behaviour</li> <li>▪ Contribute to the development of workplace and professional relationships based on acceptance of cultural diversity</li> </ul>	Culture & People – History <ul style="list-style-type: none"> <li>▪ Interpreting cultural beliefs and practices</li> <li>▪ Investigate the social organisation of different Aboriginal groups in WA.</li> <li>▪ Identify how meanings and events were recorded and for what purpose</li> </ul>	Linking and communicating with community <ul style="list-style-type: none"> <li>▪ Identify and utilises local resources and references within local context</li> <li>▪ Identify communication systems and policy</li> <li>▪ Developing effective workplace relationships</li> <li>▪ Building and maintaining links to local community</li> </ul>



<p>DCS Cultures</p> <p>Systemic – Policies, procedures</p> <p>Organisational – Skills, resources, supportive organisational culture</p> <p>Professional – Education, standards</p> <p>Individual – Knowledge, attitudes and behaviours, support for individuals</p> <ul style="list-style-type: none"> <li>▪ Understanding EEO History, Policy and breaches, duty of care</li> <li>▪ Applying practices of Inclusivity in your working group and relationships</li> <li>▪ Show respect for the cultural diversity in all communications and interactions with co-workers, colleagues, clients and families.</li> <li>▪ Identify ineffective or inappropriate strategies and remodel to support service delivery</li> </ul>	<p>Impact of Settlement</p> <ul style="list-style-type: none"> <li>▪ Explain how legislation, policy and events impacted on Aboriginal people</li> <li>▪ Examine how colonisation has impacted on Aboriginal people (Health, Education, S&amp;E wellbeing, Justice)</li> <li>▪ Discuss Westminster system V Traditional Aboriginal law (overrepresentation etc)</li> <li>▪ Examine grief, loss &amp; trauma in context of past events and its manifestation today</li> </ul>	
	<p>Reflect on the concept of culture as a right &amp; strength to move forward</p> <ul style="list-style-type: none"> <li>▪ Discuss the idea of culture as a human right</li> <li>▪ Compare cultural change from pre-settlement to today</li> <li>▪ Discuss and review the idea of</li> </ul>	

	<p>culture as a protective factor</p> <ul style="list-style-type: none"><li>▪ Explore possible actions that could help to restore an eroded culture</li></ul>	
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