

**G4S Custodial Services Pty Ltd Victorian Prisoner Transport Services Enterprise Agreement
2021**

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1. AGREEMENT TITLE

This agreement will be known as the G4S Custodial Services Pty Ltd Victorian Prisoner Transport Services Enterprise Agreement 2021 ("the Agreement").

2. PARTIES COVERED

- 2.1 G4S Custodial Services Pty Ltd ("the Company", "the Employer");
- 2.2 The Community and Public Sector Union; ("Union") upon notification to the Fair Work Commission ("FWC") pursuant to section 183 of the *Fair Work Act 2009* ("the Act"); and
- 2.3 The employees of the Company who are engaged in Victorian Prison Transport and Victorian Post Release Transport services in classifications prescribed in clause 22 of this Agreement.

3. SCOPE AND APPLICATION

- 3.1 This Agreement relates to all activities carried out by Prisoner Transport Officers employed by G4S Custodial Services Pty Ltd ("G4S") in Victoria and applies in respect to G4S employees who are engaged in the classifications described in this Agreement.
- 3.2 This Agreement wholly replaces the provisions of any award or other industrial instrument that may otherwise apply to employees covered by this Agreement except the NES and to the extent that particular provisions of such an award or industrial instrument are expressed to apply by virtue of a term of this Agreement.
- 3.3 This Agreement should be read and interpreted in conjunction with the National Employment Standards ("NES"). Where there is an inconsistency between this Agreement and the NES and the NES provides a greater benefit, the NES provisions will apply to the extent of the inconsistency.
- 3.4 This Agreement shall apply to work performed or originated in the State of Victoria.

4. PERIOD OF OPERATION

- 4.1 This Agreement shall come into effect 7 days after it is approved by the FWC and shall have a nominal expiry date of 31st December 2022.

5. STATEMENT OF INTENT

- 5.1 Both the Company and the employees commit to:
 - (a) Work together to establish a future for G4S and its employees within prison transport services;
 - (b) Establish a world class prisoner movement service. All parties will ensure that quality is the driving force in every aspect of Company operations;
 - (c) Strive to establish and reinforce the principles of quality service, quality people, quality environment and quality of working life;
 - (d) Provide our customers with only the highest standard of service. This can only be achieved through the total commitment of management, employees and partners to quality, efficiency and safe working practices;
 - (e) A quality prisoner movement service is one that meets or exceeds the customer's requirements. The customer is the Victorian State Government and its requirements will include security, safety, justice and the humane management of prisoners. The details of the customer's requirements are specified in the operating contract of each service;
 - (f) The common goal and objective of a quality-working environment; and

- (g) Productivity needs people and therefore it is the responsibility of G4S and our employees and partners to work together to provide such an environment.

5.2 **Company commitments**

The Company commits to develop and apply:

- (a) The careful and successful selection of staff, competency based training and quality management;
- (b) Policies and procedures will be carefully managed and we will develop a series of written Quality, Operational, Administrative and Human Resource procedures. These procedures shall be provided to the employees covered by this Agreement;
- (c) Operational Instructions and job specifications are the best way of ensuring Officers are fully aware of requirements. G4S will ensure that there is a full set of Operational Instructions approved by the Customer. G4S Officers will be fully conversant with all relevant Operational Instructions; and
- (d) G4S will cover license costs and training to all existing staff to obtain the required endorsed vehicle accreditation relevant to meet contract requirements. Any new employees must have the relevant accreditation as a condition of their employment. If an employee leaves within three months of obtaining accreditation, the employee will reimburse the full accreditation costs to the Employer. This reimbursement will not apply to terminations of employment by the Employer.

5.3 **Employee obligations**

All employees are obliged to:

- (a) To operate all vehicle types within the G4S fleet;
- (b) Comply with all Company safety policies, including the use, care and responsibility for all protective equipment;
- (c) Maintain a high standard of behaviour particularly in regard to attendance, punctuality and interpersonal relations;
- (d) To participate in the process of quality improvement to all aspects of the enterprise's operations, including Safety, Quality, Housekeeping, Productivity and Effectiveness; and
- (e) To hold at all times a current relevant Victorian Driving License applicable to the business requirements. This license will be paid for by the employee.

5.4 **Company obligations**

The Company is obliged to:

- (a) Provide opportunities for learning and skill formation and career progression for all employees;
- (b) Provide information about G4S and conditions at the workplace which may affect the career prospects of employees;
- (c) Ensure that no employee will be required to undertake tasks for which they have not received adequate and appropriate training; and
- (d) Provide the appropriate skills development to ensure that employees can participate in the consultative process.

6. **UNIFORMS**

6.1 G4S Prisoner Transport Officers must maintain the highest level of personal presentation. To achieve this, personnel must commit themselves to maintaining uniforms and their personal appearance in line with Company policy and customer expectations.

6.2 To ensure the serviceability of issued uniforms and to allow for their proper laundering, G4S shall provide uniforms and equipment as determined by G4S and agreed with the Joint Consultative Committee from time to time.

- 6.3 Additional uniform items will be issued as and when required in line with G4S's Occupational Health and Safety Policy.
- 6.4 Uniforms remain the property of G4S and must be returned upon termination of employment.
- 6.5 G4S shall provide up to \$100 per year to all prisoner transport officers for the purchase of work boots upon the provision of a valid receipt.

7. TRAINING

- 7.1 G4S shall provide Induction Training that includes training in the use and operation of Standing Orders as well as regular staff refresher training sessions.
- 7.2 G4S is committed to providing on the job and external training to enable all persons to develop to their maximum potential.
- 7.3 All employees will be trained consistent with Australian Qualifications Framework accreditation standards. G4S will provide all training required to fulfil the duties at Victorian Prisoner Transport Services (apart from gaining and retaining driver's licenses) at no extra cost to the employee. Hours spent on training are to count as hours worked.
- 7.4 Methods of assessing current and future training needs will recognise both the requirements of the business and the employees' aspirations. Training may include but not be limited to:
- (a) Job skills;
 - (b) O.H.& S;
 - (c) Customer Service and Feedback;
 - (d) Continuous Improvement; and
 - (e) Multiskilling.
- 7.5 Employees will participate in Company provided training including regular refresher training.
- 7.6 A training database will be maintained detailing up to date records of training received. G4S shall pay for the cost of all approved training.

8. JOB DESCRIPTION

- 8.1 All G4S Escort Officers will be issued with a personal job description upon commencement of employment with G4S. The job description shall complement information contained in the standing orders.

9. PERFORMANCE APPRAISALS

- 9.1 Performance appraisals will be undertaken at yearly intervals. Appraisals will provide the basis for ongoing career development, internal promotions and background information in the disciplinary and counselling process. The performance appraisals will be anchored in the competencies, which initial and refresher training seeks to develop.

10. OCCUPATIONAL HEALTH AND SAFETY

- 10.1 G4S will take all reasonable steps to provide a safe working environment. G4S accepts responsibility for the health and safety of its employees in their work situation. Employees accept that they have a responsibility towards themselves, their workmates, prisoners and the public.
- 10.2 A system of accident elimination will be established and adopted as an integral part of all G4S operations. To achieve the above, G4S will provide:

- (a) A safe and healthy working environment; and
 - (b) Suitable protective clothing and equipment.
- 10.3 The health, safety and welfare of all employees, partners and the public is of the utmost importance to G4S and we are committed to the prevention of injury and illness through the provision of a safe and healthy working environment.
- 10.4 G4S understands and accepts the provisions of the Workplace Health & Safety legislation including those requirements in relation to occupation rehabilitation.
- 10.5 Only through constant close attention and monitoring of systems of work and use of equipment and the selection, training and direction of all employees and initiatives for improvements can accidents be prevented.
- 10.6 It is the responsibility of every employee (this includes management) and partners to be mindful of the safety of the workers and themselves when working.
- 10.7 It is the obligation of every supervisor and manager to identify and report any unsafe practice either in the system of work or by an individual in the performance of his or her work.
- 10.8 The Parties to this Agreement are committed to working together to prevent bullying so far as practicable in the workplace.

11. EMPLOYEE SUPPORT AND DEBRIEFING

- 11.1 The Company will provide support and debriefing to employees who have experienced a “critical incident” during the course of their work that results in personal distress. The Company is committed to assisting the recovery of employees experiencing normal distress following a critical incident with the aim of returning employees to their pre-incident level of functioning as soon as possible.
- 11.2 A critical incident is defined as an event outside the range of usual human experience which has the potential to easily overcome a person’s normal ability to cope with stress. It may produce a negative psychological response in an employee who was involved in or witnessed such an incident. Critical incidents in the workplace environment include, but are not limited to:
- Aggravated assaults;
 - Robbery;
 - Suicide or attempted suicide;
 - Murder;
 - Sudden or unexpected deaths;
 - Hostage or siege situations;
 - Discharge of firearms;
 - Vehicle accidents involving injury and/or substantial property damage;
 - Acts of self-harm by persons in the care of others;
 - Industrial accidents involving serious injury or fatality; and
 - Any other serious accidents or incidents.

12. OH & S REPRESENTATIVE

- 12.1 The employees will elect an OH & S Representative.
- 12.2 Elected OH & S Representatives will be trained at the Company’s expense and operate with the total support of the Company.

13. INTRODUCTION OF CHANGE

- 13.1 This term applies if:
- (a) the Company has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) the change is likely to have a significant effect on employees of the enterprise; or
 - (c) a change to the employee's regular roster or ordinary hours of work.
- 13.2 The Company must notify the relevant employees of the decision to introduce the major change.
- 13.3 The relevant employees may appoint a representative for the purposes of the procedures in this term if:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
- 13.4 As soon as practicable after making its decision, the Employer must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion, provide in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
 - (c) invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 13.5 The Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 13.6 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 13.7 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in **clauses 13.2, 13.3 and 13.4** are taken not to apply.
- 13.8 In this term, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
- 13.9 In this term, relevant employees means, the employees who may be affected by the major change.

14. INDIVIDUAL FLEXIBILITY AGREEMENTS

- 14.1 The Employer and an individual employee may agree to an arrangement which varies the effect of certain terms of this Agreement to meet the genuine individual needs of the Employer and the individual employee. The terms of this Agreement which the Employer and the individual employee may arrange to vary the effect of are listed below:
- Emergency Relief Activities Leave
- 14.2 The Employer and the individual employee must have genuinely agreed to the arrangement without coercion or duress. The Employer and individual employee must act in good faith in any discussions or negotiations in relation to an individual flexibility arrangement. Union members are entitled to be represented by their union at every stage of this process. Employees who are not union member may choose to be represented by another person. If an employee has nominated the Union, or another person, as their representative, the Union or other person must be given a reasonable opportunity to participate in negotiations or discussions regarding the proposed making, variation or termination of an Individual flexibility arrangement. Participation by the Union or any other representative does not mean that their consent is required prior to reaching agreement in relation to an individual flexibility arrangement.
- 14.3 The arrangement between the Employer and the individual employee must:
- (a) only be about one or more of the terms listed in **clause 14.1**; and
 - (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to; and
 - (c) be about matters that would be permitted matters if the arrangement were included in this Agreement; and
 - (d) not include a term that would be an unlawful term if the arrangement were included in this Agreement; and
 - (e) be in writing, name the parties to the arrangement and be signed by the employer and the individual employee and if the employee is under 18 years of age, the employee's parent or guardian; and
 - (f) set out each term of this Agreement that the Employer and the individual employee have agreed to vary; and
 - (g) set out how the application of each term has been varied by the arrangement; and
 - (h) set out how the arrangement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (i) state the date the arrangement commences to operate.
- 14.4 The Employer is responsible for ensuring that all of the requirements of **clause 14.3** are met.
- 14.5 The Employer must give the individual employee a copy of the arrangement within 14 days of reaching agreement and keep the agreement as a time and wages record.
- 14.6 Except as provided in **clause 14.3(e)** the agreement must not require the approval or consent of a person other than the Employer and the individual employee.
- 14.7 If the Employer is seeking to enter into an arrangement, the Employer must provide a written proposal to the employee. Where the employee's understanding of written English is limited the Employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 14.8 The arrangement may be terminated:
- (a) by the Employer or the individual employee giving 28 days' notice of termination, in writing, to the other party (if the individual employee was represented in negotiating the arrangement the union or other representative, must also be given notice of its proposed termination); or

(b) at any time, by written agreement between the Employer and the individual employee.

15. EQUAL OPPORTUNITY

The parties to this Agreement agree that:

- 15.1 They recognise their collective and individual responsibilities to comply with state and Federal laws, to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise 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.
- 15.2 Any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement;
- (a) Nothing in these provisions prohibits any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position.
 - (b) G4S's Equality of Opportunity and Freedom from Workplace Harassment policy must be strictly adhered to. Copies of the policy can be found on the G4S intranet site.
- 15.3 G4S will ensure that an equal opportunity to training is given to all employees under this Agreement.

16. COST OF LEGAL PROCEEDINGS

- 16.1 In relation to the costs of employment related legal proceedings, excluding proceedings that have been initiated by an Employee against the Employer (for example, in relation to termination of employment), the Employer must meet the Employee's reasonable legal costs relating to appearance at/or representation before the Coroner's Court or other court proceedings where applicable.

17. PROBATIONARY EMPLOYMENT

- 17.1 Each new permanent employee will be subject to a six month probationary period. Upon satisfactory completion of the probationary period an employee will receive written confirmation of their appointment as a Prisoner Transport Officer except where **clause 22.2** applies.

18. CASUAL EMPLOYMENT

- 18.1 Casual employees will be engaged by the hour and will be entitled to the conditions provided for in this Agreement unless otherwise indicated.
- 18.2 Casual employees will be paid, in addition to the ordinary hourly rate and rates payable for shift and weekend work on the same basis as a weekly employee, an additional loading of the ordinary hourly rate for the classification in which they are employed as compensation instead of paid leave under this Agreement and the NES.
- 18.3 Casual employees will receive a loading of 25% of the ordinary time rate in addition to all other entitlements. The casual loading is paid in lieu of all paid leave (annual leave and paid personal/carer's leave) other than long service leave, parental leave (other than as provided in the NES), public holidays, notice on termination and redundancy entitlements.
- 18.4 Casual employees will be paid for a minimum of four hours work on each day they are engaged.

18.5 Right to request casual conversion

- 18.5.1 A person engaged by the Employer and who can be properly determined to be a regular casual employee may request that their employment be converted to full-time or part-time employment.
- 18.5.2 A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this Agreement.
- 18.5.3 A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- 18.5.4 A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- 18.5.5 Any request under this clause must be in writing and provided to the Company.
- 18.5.6 Where a regular casual employee seeks to convert to full-time or part-time employment, the Company may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- 18.5.7 Reasonable grounds for refusal include that:
- (a) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement – that is, the casual employee is not truly a regular casual employee as defined in clause 18.5.2 of this Agreement;
 - (b) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (c) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (d) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- 18.5.8 For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- 18.5.9 Where the Company refuses a regular casual employee's request to convert, the Company must provide the casual employee with the Company's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the Company's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 35 of this Agreement.
- 18.5.10 Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the Company and employee must discuss and record in writing:
- (a) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (b) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 19 of this Agreement.
- 18.5.11 The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.

- 18.5.12 Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the Company.
- 18.5.13 A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- 18.5.14 Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits the Company to require a regular casual employee to so convert.
- 18.5.15 Nothing in this clause requires the Company to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- 18.5.16 The Company must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this clause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, the Employer must provide such employees with a copy of the provisions of this clause by 1 January 2019.
- 18.5.17 A casual employee's right to request to convert is not affected if the Company fails to comply with the notice requirements in clause 18.5.16 of this Agreement.

19. PART TIME EMPLOYMENT

- 19.1 Part time employees will be engaged to work less than 76 ordinary hours per fortnight. Part time employees will receive pro rata leave entitlements in accordance with actual hours worked.

20. FULL TIME EMPLOYMENT

- 20.1 Full time employees will be engaged to work an average of 76 ordinary hours per fortnight.

21. UNUSUAL CIRCUMSTANCES EMPLOYMENT

- 21.1 Under normal circumstances, G4S will utilise escort officers to fulfil its contractual obligations. In extreme situations, where G4S requires the use of non-escort officers to conduct duties normally performed by an Escort Officer, G4S will notify a member of the Joint Consultative Committee of its intent. Any non- Escort Officer utilised for this work will be required to have completed the Custodial Officer training as a minimum.

22. CLASSIFICATION STRUCTURE

22.1 Trainee Prisoner Transport Officer

Subject to **clause 17** an employee appointed as a Trainee Prisoner Transport Officer is an employee who commences work as a Prisoner Transport Officer for a period of basic training. Upon successful completion of basic Prisoner Officer training the trainee will be appointed to level 1 Prisoner Transport Officer. The minimum time for appointment is three months from the date of commencement subject to 22.2.

22.2 Level 1 Prisoner Transport Officer

- (a) Prisoner Transport Officer Level 1 - is an employee who has:
- (i) Successfully completed the three month basic training;
 - (ii) Been objectively assessed as having obtained the required level of competency to work as a Level 1 Prisoner Transport Officer; and
 - (iii) Commenced training for the Certificate III in Correctional Practice to be accredited as an Escort Officer.

- (b) The Employer must provide all Level 1 employees with paid training time in a class room setting that is free from normal duties. The training must be sufficient to enable the employee to complete the Certificate III in Correctional Practice within 9 months of being appointed to level 1.
- (c) Upon successful completion of the aforementioned Certificate III in Correctional Practice the employee will be appointed as a level 3 Prisoner Transport Officer.

22.3 **Level 2 Prisoner Transport Officer**

Prisoner Transport Officer Level 2 - is an employee who has completed 18 months service and has been assessed as competent to perform the duties of a Level 2 Prisoner Transport Officer.

22.4 **Level 3 Prisoner Transport Officer**

Prisoner Transport Officer Level 3 - is an employee who has successfully completed a Certificate III in Correctional Practice and has been accredited as an Escort Officer.

22.5 **Level 4 Prisoner Transport Officer**

- (a) Prisoner Transport Officer Level 4 is an Level 3 employee who has:
 - (i) Been objectively assessed as competent in the performance of all duties performed at the grade 3 level over at least a 6 month period; and
 - (ii) Have demonstrated good communication skills;
- (b) Satisfactory work performance is a condition of the Level 4 appointment. Appointment is by G4S and is subject to work performance and operational requirements.
- (c) Level 4 areas of responsibility are:
 - (i) Assist at call points in collaboration with the duty controller to improve work processes and reduce the time taken at site for loading/unloading;
 - (ii) Lead teams – coach and mentor staff to meet expected standards;
 - (iii) Identify corrective actions, improve performance or staff in conjunction with Supervisors;
 - (iv) Co-ordinate outside agency staff;
 - (v) General supervision of Level 1,2 &3 officers in the field; and
 - (vi) Assist the development of new staff/trainees during and after ITC's.
- (d) Prisoner Transport Controller is a Prisoner Transport Officer appointed and performing the duties of a Controller.

22.6 Participation in training for Certificate III in Correctional Practice to be accredited as an Escort Officer is not compulsory.

22.7 The rate of pay for time spent completing the Certificate III in Correctional Practice is the ordinary rate of pay and does not attract overtime or weekend penalties.

22.8 Prisoner Transport Officers of all levels (including Trainees) may be required to perform post release transport services as part of their duties to meet operational needs. Whilst performing post release transport duties as part of their role, Prisoner Transport Officers will receive their normal rate of pay.

22.9 **Trainee Post Release Transport Driver**

Subject to **clause 17** an employee appointed as a Trainee Post Release Transport Driver is an employee who commences work as a Post Release Transport Driver for a period of basic training. Upon successful completion of basic training, and subject to passing the applicable competency assessment, the trainee will be appointed to Post Release Transport Driver effective from the beginning of the next full pay period after competency has been achieved.

22.10 **Post Release Transport Driver**

Post Release Transport Driver – is an employee who has completed the basic training and has achieved a satisfactory competency assessment, and is engaged to provide transport services to members of the public who have been released from custody.

There is no requirement for a Post Release Transport Driver to have commenced or completed a qualification in Correctional Practice.

23. **SALARIES**

23.1 The Employer must pay wages and allowances to all employees as set out in Appendix 1 and 2.

23.2 **Salary Increases**

- (a) The Employer will increase all wages and allowances by 2% upon approval of this Agreement and back pay all employees this increase to the first full pay period on or after 1 January 2021.
- (b) The Employer will increase all wages and allowances by 2% on the first full pay period on or after 1 January 2022.

23.3 **All Inclusive Rates**

Unless otherwise stated, the rates of pay in Appendix 1 are an all-inclusive rate for a 38 hour week. The all-inclusive rate provides compensation for:

- (a) Annual Leave paid at the rate of ordinary time plus 17.5%;
- (b) Excess Supplementary Payment;
- (c) Laundry Allowance; and
- (d) Shift Allowances.

24. **ALLOWANCES**

24.1 **Higher Duties Allowance**

An employee who is required to carry out the functions of a higher classification position for a period of one shift or more will be paid the Applicable Higher Duties Allowance for all time so worked as shown in Appendix 2.

24.2 **Truck Driving Allowance**

An appropriately licensed Prisoner Transport Officer who is required to drive a vehicle that seats 16 or more prisoners will be entitled to be paid a truck driver's allowance as shown in Appendix 1.

24.3 **Meal Allowances and Travelling Allowance**

- (a) A Prisoner Transport Officer required to work more than 12 hours in any shift will be paid a meal allowance as shown in the Appendix;
- (b) A Prisoner Transport Officer required to travel from their place of employment in the course of their duties and are required to be away from home overnight the Company will provide them with suitable accommodation and meals (excluding alcohol);
- (c) Where appropriate meals are unavailable at the place of accommodation, officers will be reimbursed for meal costs, supported by receipts, up to the amount shown in the Appendix (excluding alcohol);

- (d) A Prisoner Transport Officer required to travel from their place of employment in the course of their duties and is required to be away from home overnight the employee will be paid a Meal Allowance to provide for lunch meal;
- (e) A Prisoner Transport Officer required to travel and is required to be away from home overnight the employee will be paid a Meal Allowance and an Incidentals Allowance per overnight stay; and
- (f) A Prisoner Transport Officer required to travel to Mildura will be paid an allowance in accordance with Appendix 2, and will be provided with two meals (which will be Dinner and Breakfast or provided an agreed allowance). Prisoner Transport Officer's paid this allowance will not be entitled to any other allowances.

24.4 **Work Related Expenses**

G4S will reimburse all approved, work related "out of pocket" expenses incurred by an employee. Examples of "out of pocket" expenses may include basic meal purchases for prisoners in transit, meter parking, fuel (where fleet card is not accepted).

25. **HOURS OF WORK**

- 25.1 Ordinary hours of work shall be 38 per week to be worked between the hours of 5.00 am to 10.00 pm Monday to Friday.
- 25.2 No rostered ordinary hour shift will be longer than 12 hours or less than 4 hours. Rosters may be subject to change due to operational requirements and two weeks' notice will be given for consultation prior to implementation. Full time employees will not be asked to work split shifts.

26. **REST BREAKS AND MEAL BREAKS**

- 26.1 During a scheduled shift of a at least of 5.5 hours but less than 8 hours an employee is entitled to a rest break of 15 minutes as part of time worked.
- 26.2 During a scheduled shift of a at least of 8 hours but less than 11 hours an employee is entitled to a rest break of 30 minutes as part of time worked (may be taken as 2 x 15 minute breaks).
- 26.3 During a scheduled shift of a at least of 11 hours an employee is entitled to rest breaks totalling 60 minutes as part of time worked (may be taken as 2 x 15 minute breaks plus one 30 minute break).
- 26.4 A scheduled shift may comprise ordinary hours or overtime hours or a mix of the two.
- 26.5 Employees are expected to respond to an emergency if it occurs during a meal break.

27. **REST PERIOD BETWEEN SHIFTS**

- 27.1 Employees must have a break of at least 10 hours between the time of finishing work on one day and commencing work on the next day.

28. **OVERTIME**

- 28.1 Where additional hours (including hours outside the spread of ordinary hours described in **clause 25** and hours outside daily rostered hours) are worked, they will attract the overtime rates and must be paid in accordance with clause 28.2 of this Agreement.
- 28.2 Overtime hours worked on:

Day	Overtime rate
Monday to Saturday	Time and a half for the first 3 hours and Double time thereafter
Sundays	Double time
Public holidays	Double time and a half

28.3 A 3 hour minimum period of overtime will apply for overtime which is not continuous with ordinary duties.

29. CASUAL EMPLOYEES (OVERTIME)

29.1 Casual employees will receive overtime rates of pay in accordance with clause 28.2 when working more than 38 hours each week or for work performed outside the spread of hours described in clause 25 Hours of Work. Casual overtime rates are calculated on the minimum hourly rate exclusive of any applicable casual loading.

30. ADDITIONAL WORK HOURS

30.1 Prisoner Transport Officer may be required to work additional hours or outside the span of hours for his/her rostered ordinary hours to meet an operational requirement of the service or to attend to emergency situations.

31. TIME OFF IN LIEU

31.1 An employee may elect with the consent of G4S, to take time off from banked hours in lieu of payment for such additional hours, at a time or times agreed with G4S.

31.2 Additional hours taken as time off from banked hours during ordinary hours shall be taken as time equivalent to the payment that would otherwise be made under this clause, that is, time and one half, two or two and one half, as the case may be, subject to the following limitations:

- (a) No more than 76 "additional hours" in total shall accrue to an Officer at any one time; and
- (b) An Officer may be directed to take time off from a rostered shift. Alternatively an Officer with a credit of "additional hours" may request Time off from Banked Hours from-a nominated rostered shift which will be allowed subject to operational requirements.

31.3 At termination of employment, any remaining banked hours will be paid to the employee at the overtime rate applicable to the overtime when worked.

32. LEAVE

32.1 Annual Leave

- (a) An employee other than a casual employee is entitled to Annual Leave as set out below. Part-time employees are entitled to Annual leave on a pro rata basis.
- (b) All employees shall receive 4 weeks (152 hours) annual leave each year. Such leave shall be accrued at the rate of 2.9231 hours for each week of service.
- (c) For each day taken as annual leave, the number of hours scheduled for that Officer to work on that day will be set against his/her annual leave hours total.
- (d) Annual leave payment will be made on the payday preceding leave provided at least 14 days' notice is provided. Leave will be taken in blocks of not less than one week, other than in emergency situations or as otherwise agreed.
- (e) Due to operational requirements, recreation leave must be scheduled so that at any time sufficient employees are available for duty. The allocation of leave shall be fair and equitable taking full account of the domestic and social circumstances of all employees. Disputes arising with respect to the taking of Annual Leave shall be dealt with in accordance with the disputes procedure outlined in this Agreement.

- (f) Employees are encouraged to take Annual Leave as and when it falls due and leave arrangements will be managed to ensure no more than an extra 6 months accrual exists at any one time except where a special arrangement is reached between the employee and G4S (e.g. Overseas Travel).

32.2 Personal/Carer's Leave

- (a) An employee other than a casual employee is entitled to paid Personal/Carer's Leave as set out below. A casual may be entitled to unpaid Carer's Leave consistent with the NES.
- (b) An employee may take paid personal leave if the leave is taken:
- (i) Because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee (Personal Leave); or
 - (ii) To provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - A personal illness, or personal injury, affecting the member; or
 - An unexpected emergency affecting the member.(Carer's Leave)
- (c) If an employee has no entitlement to paid personal/carer's leave, or has exhausted their paid personal/carer's leave entitlement, they may take 2 days of unpaid Carer's Leave for each permissible occasion as outlined in clause 33.2(b) (ii).
- (d) Full time employees shall be entitled to 114 hours paid Personal/Carer's Leave per year of continuous service, such leave to be credited to personal leave balance from the anniversary date of employment each year.
- (e) Personal/Carer's Leave not used in any one year will be cumulative with Personal/Carer's Leave for the next year provided that the total Personal Leave accumulation is not to exceed 456 hours.
- (f) Upon attaining a new Personal/Carer's Leave credit, employees may cash out any remaining balance above 76 hours of their previous year's credit.
- For Example*
- If your anniversary date falls on 23 September 2021 and you receive a credit of 114 hours, and you have 98.8 hours of your previous year's Personal/Carer's Leave credit remaining, you may cash out 22.8 hours of your previous year's credit, and the remaining 76 hours will be added to your cumulative balance.*
- (g) Employees who upon attaining a new Personal Leave credit achieve a balance in excess of 456 hours will have their balance reduced to 456 hours with one third of the amount that was in excess being paid as a Sick Leave Bonus.
- For Example*
- If your anniversary date falls on 23 September 2021 and you receive a credit of 114 hours and your new sick leave balance is 510 hours (that is, in excess of 456 hours) your balance would reduce to 456 hours and you would receive one third of this excess 54 hours, that is 18 hours pay and the remaining hours will be written off.*
- (h) The maximum accumulation of leave will be four times the annual accrual and the bonus payment will be based on one third of the hours in excess of the maximum.
- (i) Where the number of rostered hours varies during any anniversary year (including where an employee transfers from casual to full-time or vice versa) entitlements will be based upon the number of ordinary hours worked during the anniversary year.
- (j) G4S reserves the right to have the claimant reviewed by a Company appointed Doctor where G4S believes the health and/or safety of the employee maybe jeopardised should the employee return to work.
- (k) An employee must advise G4S of the reason for and the likely duration of any absence (if known) as soon as is practicable on the first day of the absence.

32.3 Single Day Absences

An employee who has had five days paid absence on Personal Leave in any one year is not entitled to further paid personal leave in that year without production of a certificate from a

qualified Medical Practitioner which states that the employee was unable to attend for duty on account of personal illness or injury.

32.4 **Medical Certificates**

A certificate from a qualified Medical Practitioner will also be required in cases where:

- (a) the absence exceeds two days or shifts;
- (b) the absence occurs before or after a rostered rest day, Public Holiday or other leave; and
- (c) the absence is for a single day and the employee has availed previously of 5 single day uncertificated absences in the year.

32.5 **Discretionary Leave**

In the event of an employee becoming ill/being injured whereby he/she will be necessarily absent from employment for an extended period i.e. for a period greater than the balance of sick leave and all other leave entitlements owed, G4S at its sole discretion may grant the employee extended sick leave with pay. Such discretion will be dependent upon the previous employment record of the applicant including:

- (a) Attendance record;
- (b) Work Performance; and
- (c) Sick Leave record.

32.6 **Carers Leave**

- (a) A carer's leave certificate from a qualified Medical Practitioner will be required to authenticate absence due to Carer's Leave.
- (b) For the purpose of Carer's Leave, immediate family member means:
 - (i) A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee or;
 - (ii) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

32.7 **Compassionate Leave**

- (a) An employee (other than a casual) is entitled to compassionate leave on a "permissible occasion", that is, when a member of his or her immediate family or household:
 - (i) contracts or develops an illness that poses a serious threat to life; or
 - (ii) sustains an injury that poses a serious threat to life; or
 - (iii) dies.
- (b) For the purpose of Compassionate Leave, immediate family member means:
 - (i) A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- (c) Paid compassionate leave is available for up to 2 days for each permissible occasion.
- (d) Payment for compassionate leave will be based on the employee's ordinary rate of pay for the period of the absence.
- (e) An employee wishing to avail of compassionate leave must advise the Employer at the earliest opportunity.
- (f) An employee must produce suitable evidence demonstrating the need to take compassionate leave.
- (g) Compassionate leave is not cumulative.
- (h) A casual employee may request unpaid time off from work in accordance with this provision.

32.8 **Leave With-Out Pay**

Unpaid leave of up to four months may be granted to an employee who has completed one year of continuous service with G4S. An additional two months unpaid leave may be granted to an employee who has reached the level of Accredited Officer. Such leave must be applied for and will be at the sole discretion of G4S.

32.9 **Long Service Leave**

Long Service Leave will be provided subject to and in accordance with the *Long Service Leave Act 2018* (Victoria) as amended from time to time or its successor.

32.10 **Parental Leave**

- (a) Full-time and part-time employees are eligible for paid and unpaid parental leave if they have completed at least 12 months continuous service with G4S prior to commencing parental leave.
- (b) Casual employees may be eligible for unpaid parental leave if they have worked on a regular and systematic basis for at least 12 months; and had a reasonable expectation of ongoing casual engagement with G4S prior to commencing parental leave.
- (c) Eligible employees are entitled to take up to 52 weeks of parental leave (including paid and unpaid parental leave). Employees may request to extend the period of parental leave for a further 52 weeks by providing at least 4 weeks' written notice, however G4S may refuse the request on reasonable business grounds.
- (d) Eligible full-time and part-time employees who are the Primary Carer (i.e. the person who has assumed the principal role for taking care of the child) will receive 8 weeks of paid parental leave at normal pay provided:
 - They have an unbroken period of 12 months continuous service immediately prior to paid parental leave being taken; and
 - The paid parental leave is taken in one single continuous period.
- (e) An employee can take parental leave at the same time as the employee's spouse/partner (concurrent leave) provided:
 - (i) The concurrent leave must not be longer than 8 weeks in total;
 - (ii) The concurrent leave can be taken in separate periods, however each period must not be shorter than 2 weeks;
 - (iii) The concurrent leave must not start before the date of birth of the child (birth-related leave) or the day of placement of the child (adoption-related leave).
- (f) Apart from the period of concurrent leave referred to above, an employee's entitlement to parental leave is reduced by a period of parental leave taken by the employee's spouse de facto spouse or partner for the same child.
- (g) On finishing parental leave, an employee is entitled to the position the employee held immediately before starting parental leave.
- (h) Absence on unpaid parental leave does not break an employee's continuity of service but is not to be taken into account in calculating the employee's period of service.

32.11 **Cultural and Ceremonial Leave**

- (a) The Employer shall approve attendance during working hours by an employee of Aboriginal or Torres Strait Islander descent at any Aboriginal community meetings except the Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.
- (b) An employee of Aboriginal or Torres Strait Islander descent may use accrued annual or other leave to attend Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.
- (c) Ceremonial leave of up to 2 days (non-accumulative) paid leave shall be granted to an employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes connected with the death of a member of the immediate family or extended family (provided that no employee shall have an existing entitlement reduced as a result of this

clause) or for other ceremonial obligations under Aboriginal and Torres Strait Islander law.

- (d) Ceremonial leave granted under this clause is in addition to other leave entitlements.

32.12 **Community Service Leave**

Employees will be entitled to Community Service Leave in accordance with the National Employment Standards.

32.13 **Emergency Services Activities Leave**

G4S will pay up to five days per calendar year for employees who are engaged in emergency services activities for the Country Fire Authority and State Emergency Services provided that evidence is supplied to the Employer.

33. **PUBLIC HOLIDAYS**

33.1 The following days shall be observed as Public Holidays:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Sunday;
- (f) Easter Monday;
- (g) Anzac Day;
- (h) Queen's Birthday;
- (i) Eight Hours' Day (Labour day);
- (j) Friday before AFL Grand Final;
- (k) Melbourne Cup Day;
- (l) Christmas Day; and
- (m) Boxing Day;
 - (i) If Christmas Day falls on a Saturday or Sunday, a holiday in lieu will be observed on 27 December;
 - (ii) If Boxing Day falls on a Saturday or Sunday, a holiday in lieu will be observed on 28 December;
 - (iii) When New Year's Day or Australia Day falls on a Saturday or Sunday, the following Monday shall be observed as a holiday.

33.2 An employee is entitled to be absent from work on a Public Holiday (as defined by clause 33.1 of this Agreement) without loss of ordinary pay. Employees will be paid the ordinary hours they were rostered to work pay for such absence.

33.3 Employees who are required to work on a Public Holiday (as defined by clause 33.1 of this Agreement) shall receive double time and a half for all hours worked in lieu of the above payment.

33.4 Should an employee's day off fall on a Public Holiday then he/she shall be granted another day off in lieu or the extra day shall be added to his/her annual leave or he/she shall be paid an additional day's pay. The option chosen must be agreed by G4S. Every effort will be made to accommodate the employee's requirements.

34. **SUPERANNUATION**

34.1 Superannuation contributions will be made in accordance with the Commonwealth Superannuation Guarantee legislation. Contributions may be made to a complying fund of an

employee's choosing. G4S provides employees with the ability to salary sacrifice superannuation.

35. DISPUTE SETTLEMENT PROCEDURE

- 35.1 If a dispute relates to:
- (a) a matter arising under the Agreement; or
 - (b) the National Employment Standards;
- this clause sets out procedures to settle the dispute.
- 35.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 35.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level by discussions between the employee or employees and relevant supervisors and/or management.
- 35.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 35.5 FWC may deal with the dispute in two stages:
- (a) FWC will first attempt to resolve the dispute as it considers appropriate including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) If the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.

- 35.6 A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5-1 of the Act. Therefore an appeal may be made against the decision.
- 35.7 While the Parties are trying to resolve the dispute using the procedures in this clause:
- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an employee must comply with a direction given by the Employer to perform other available work at the same workplace or at another workplace unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

- 35.8 The Parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause.

36. DISCIPLINE PROCEDURE

- 36.1 Any alleged misconduct by an employee may be dealt with as a disciplinary matter. The process for disciplinary matters will recognise the principles of natural justice and procedural fairness including:
- (a) The necessity to advise an employee in writing of any allegations and the basis of those allegations;

- (b) The right to be represented which may include their union or a fellow employee as a support person;
- (c) The opportunity to respond to any allegations within a reasonable time including any mitigating circumstances;
- (d) That outcomes should be proportionate to the conduct; and
- (e) The right of any employee to challenge any disciplinary action will be in accordance with Company policy and the Dispute Clause of this Agreement.

37. TERMINATION OF EMPLOYMENT

37.1 Notice of Termination by G4S

- (a) In order to terminate the employment of an employee, G4S shall give the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice in the paragraph above, employees over 45 years of age at the time of the giving of notice with not less than 2 year's continuous service shall be entitled to additional notice of one week.
- (c) Payment in lieu of the notice prescribed in the above paragraph shall 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.
- (d) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.
- (e) The period of notice in this clause shall not apply in the case of dismissal for conduct that at common law justifies instant dismissal or in the case of casual employees' or employees engaged for a specific period of time or for a specific task or tasks.

37.2 Notice of Termination by Employee

- (a) In order to terminate employment an employee shall give G48 the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) If an employee fails to give proper notice, G4S may deduct from wages due to the employee an amount that is no more than one week's wages.

37.3 Time off during Notice Period

Where G4S has given notice of termination to an employee, the employee shall be allowed up to 1 days' time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with G4S.

37.4 **Statement of Employment**

G4S shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

37.5 **Payment in Lieu**

If G4S makes payments in lieu for all or any of the period of notice prescribed, then the period for which such payment is made shall be treated as service for the purposes of computing any service related entitlement of the employee arising pursuant to this Agreement.

38. **REDUNDANCY**

'**Redundancy**' in this clause means the loss of employment due to G4S no longer requiring the job the employee has been doing to be performed by anyone.

'**Weeks' Pay**' means the ordinary time rate of pay for the employee concerned.

38.1 **Discussions before Terminations**

- (a) Where G4S has made a definite decision that leads to a redundancy situation and that decision may lead to termination of employment, G4S shall have discussions as soon as practicable with the employees directly affected and with their representatives. Discussions shall cover, among other things, 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.
- (b) For the purposes of discussion, G4S shall as soon as practicable provide in writing to the employees concerned and their representatives, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that G4S shall not be required to disclose confidential information the disclosure of which when looked at objectively, would be inimical to the G4S's interests.

38.2 **Period of Notice of Termination on Redundancy**

- (a) If the services of an employee are to be terminated due to redundancy such employee shall be given notice of termination as prescribed by **Clause 37.1(a)** of this Agreement provided that employees to whom notification of termination of service is to be given on account of the introduction or proposed introduction by the G4S of automation or other like technological changes in the industry in relation to which the G4S is engaged shall be not less than three months' notice of termination.
- (b) Should G4S fail to give notice of termination as required herein G4S shall pay to that employee an amount calculated in accordance with the employee the ordinary rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given shall be deemed to be service with the G4S for the purposes of the *Long Service Leave Act 2018* (Victoria) as amended from time to time.

38.3 **Notification to Centrelink**

Where a decision has been made to terminate the employment of 15 or more employees on account of redundancy, G4S shall notify Centrelink as soon as possible, giving relevant information including a written statement of reason(s) for the termination(s), the number and categories of the employees likely to be affected and the period over which the termination(s) are intended to be carried out.

38.4 **Severance Pay**

- (a) In addition to the periods of notice prescribed for termination in **Clause 37.1(a)** hereof an employee whose employment is terminated by reason of redundancy shall be entitled to the following amounts of severance pay in respect of a continuous period of service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and less than 5 years	8 weeks
5 years and less than 6 years	10 weeks
6 years and less than 7 years	11 weeks
7 years and less than 8 years	13 weeks
8 years and less than 9 years	14 weeks
9 years and less than 10 years	16 weeks
10 years and less than 12 years	16 weeks
12 years and over	18 weeks

- 38.5 G4S may apply to the FWC for an order allowing the offsetting of all or part of an employee's entitlement to severance payment on the basis that such payment or part thereof is already provided for or included in the contributions which G4S has made to a superannuation scheme and which are paid or payable to the employee on redundancy occurring.

38.6 **Time Off During Notice Period**

- (a) During the period of notice of termination given by G4S an employee shall be allowed up to 1 days' time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the employee shall, at the request of G4S be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

38.7 **Alternative Employment**

G4S in a particular redundancy case may make application to the FWC to have the severance pay prescription varied if G4S obtains acceptable alternative employment for an employee.

38.8 **Employee Leaving During Notice**

An employee whose employment is terminated on account of redundancy may terminate his or her employment during the period of notice and if so, shall be entitled to the same benefits and payments under this clause had he or she remained with G4S until the expiry of such notice. In such circumstances the employee shall not be entitled to payment in lieu of notice.

38.9 **Written Notice**

G4S shall as soon as practical but prior to the termination of the employee's employment, give to the employee a written notice containing, among other things the following:

- (a) The date and time of the proposed termination of the employee's employment;
- (b) Details of the monetary entitlements of the employee upon the termination of his/her employment including the manner and method by which those entitlements have been calculated;

- (c) Advice as to the entitlement of the employee to assistance from G4S, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment; and
- (d) Advice as to the entitlements of the employee should he/she terminate his/her employment during the period of notice.

38.10 Payment in Lieu Treated as Service

If G4S makes payment in lieu for all or any of the period of notice prescribed by clause 37.1 of this Agreement then the period for which such payment is made shall be treated as service for the purposes of computing any service related entitlements of the employee arising pursuant to this Agreement and shall be deemed to be service with G4S for the purposes of the *Long Service Leave Act 1992* (Victoria) as amended from time to time.

38.11 Transfer to Lower Paid Duties

Where an employee whose job has become redundant accepts an offer of alternative work by G4S at a rate of pay which is less than the rate of pay for the former position, the employee shall be entitled to the same period of notice of the date of commencement of work in the new position as if his/her employment had been terminated and G4S may at the employees option, make payment in lieu thereof of an amount equal to the difference between the former rate of pay and the new lower rate for the number of weeks of notice still owing.

38.12 Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that at common law justifies dismissal or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks.

39. TRANSFER OF BUSINESS

39.1 This clause shall have effect where a transfer of business has occurred as defined by the *Fair Work Act*.

39.2 Acceptance of Employment with New Employer

Subject to further order of the FWC, the provisions of **Clause 38 Redundancy** shall not apply in respect of the termination of the employee's employment with the old employer provided that:

- (a) the employee becomes an employee of the new employer; and
- (b) the period of service with the old employer is recognised by the new employer for the purpose of calculating any entitlement of the employee to service related periods of notice or redundancy payments.

39.3 Offer of Employment with the Transmitttee

Subject to further order of the FWC, where the employee refuses to accept an offer of employment with the new employer, the provisions of **Clause 38 Redundancy** shall not apply in respect of the termination of the employee's employment with the old employer provided that:

- (a) The offer is made before the transfer of business; and
- (b) The terms and conditions of the new employment offered:
 - (i) are not substantially different from the terms and conditions that applied with the old employer; or
 - (ii) are substantially different, but constitutes an offer of suitable alternative employment.

40. SERVICE PROVISIONS (TERMINATION, CHANGE AND REDUNDANCY)

(a) Continuity of Service

For the purpose of **clauses 37, 38 and 39** of this Agreement 'Service' means continuous service, but an employee's service shall be deemed for the purpose of calculating the length of continuous service to have been continuous notwithstanding:

- (i) Absence of the employee from work in accordance with the contract of employment;
- (ii) Absence of the employee from work for any cause by leave of G4S;
- (iii) Absence of the employee from work on account of illness, disease or injury;
- (iv) Interruption or termination of the employee's service by any act or omission of G4S with the intention of avoiding any obligation imposed by this Agreement or by the *Long Service Leave Act 1992* (Victoria) as amended from time to time;
- (v) Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of G4S in consequence of the settlement of the dispute or was reemployed by G4S upon such settlement; and
- (vi) Interruption or termination of the employee's service by G4S for any reasons other than those referred to in subparagraphs (i), (ii) and (iii) of this paragraph if the worker returns to the service of or is re-employed by G4S within two months of the date on which the service was interrupted or terminated.

(b) Service with two or more Corporations

Where an employee has been employed by two or more corporations that are associated corporations or by two or more corporations that are related bodies corporate within the meaning of section 50 of the *Corporations Act 2011* (Cth), the service of the employee with each such Corporation shall be included in the calculation of the employee's continuous service for the purposes of determining the employee's entitlements pursuant to this Clause.

41. WORKPLACE RELATIONS

41.1 G4S Commitments to the following:

- (a) G4S will enable the CPSU time to address Employees at induction sessions, to hand out application forms to join the CPSU and allowing the deduction of CPSU of CPSU contributions and forward such contributions to the CPSU on a monthly basis.
- (b) G4S shall provide a notice board for the display of CPSU notices and bulletins in the area where employees shall have easy access to the information. This notice board shall be for the express purpose of displaying CPSU information.
- (c) G4S shall assist in the access of the CPSU official to employees during meal breaks to discuss union matters and/or to resolve grievances.

41.2 Trade Union Training Leave

- (a) G4S shares the commitment to assisting up to 3 employees in developing skills in modern trade unionism and the application of knowledge obtained by their attendance at courses run by the CPSU for that purpose. G4S shall upon written application from the Employee and when duly authorised by the CPSU allow the Employee to attend such training courses as follows:
 - (i) The employee must be a duly elected Union delegate and be nominated as a principal delegate for his/her section by the Employees and the CPSU.
 - (ii) The employee must have at least 12 months service with G4S prior to the leave being granted.
 - (iii) The employee shall only be entitled to five 8 hour days of paid leave in any 24 month period calculated from the time the training leave commenced. The total

- paid leave for this purpose will not exceed 15 days paid leave in any 24 month period from the time the training leave commenced.
- (iv) In the event that operational requirements prohibit the attendance at the nominated training then the authorised delegate shall be deemed to be authorised to attend the next CPSU authorised training course.
 - (v) Notification of inclusion into an authorised training course shall be at least 2 weeks prior to the commencement of a roster cycle. This maybe varied by mutual agreement between G4S and the CPSU.
 - (vi) Except as provided by this clause, G4S shall not be responsible for or required to payer reimburse any other expenses incurred by the employee in or while attending this course.
 - (vii) Where the employees days off coincide with their attendance at a training course, G4S shall not be required to vary the work pattern of the employee in any way to ensure the employee is rostered on during that time.
- (b) Attendance at a CPSU training course does not affect the continuation of service calculation of the employee.

41.3 **Role of Union Delegate**

- (a) To enable the CPSU to conduct its business on a day to day basis, G4S will recognise duly elected and accredited Union delegates notified in writing to G4S by the Branch Secretary of the CPSU.
- (b) Union delegates will be allowed reasonable time to meet with management on matters affecting employee's without disruption to work of either employee or G4S. A union delegate will be allowed reasonable time without disruption to work to discuss with individual CPSU members any matters pertaining to their work.
- (c) Union delegates will be allowed to meet with their CPSU official(s) during meal breaks to discuss issues that may need to be progressed either in the consultative committee processes or via the dispute settlement procedure as outlined in this Agreement. Such meetings may be in paid time following consultation with the relevant G4S representative and will not be disruptive to work.

41.4 **Freedom of Choice**

The CPSU acknowledges that an employee shall not be compelled by either G4S or the CPSU or its members to join the Union against the employee's will. G4S acknowledges that all employees are entitled to join the Union and to seek to be represented by the CPSU if they wish to do so.

APPENDIX 1 – WAGES

WAGES						
Year 1	2020 Rate	% Increase	2021 Rate	\$ increase	Per Year Increase	2021 Annual Base Salary
PTO Trainee	\$24.78	2%	\$25.28	\$0.50	\$979.31	\$49,944.59
PTO Level 1	\$28.02	2%	\$28.58	\$0.56	\$1,107.35	\$56,474.87
PTO Level 2	\$28.97	2%	\$29.55	\$0.58	\$1,144.89	\$58,389.61
PTO Level 3	\$29.92	2%	\$30.52	\$0.60	\$1,182.44	\$60,304.36
PTO Level 4	\$31.11	2%	\$31.73	\$0.62	\$1,229.47	\$62,702.83
PRT Trainee	N/A	N/A	\$25.28	N/A	N/A	\$49,944.59
PRT Driver	N/A	N/A	\$28.06	N/A	N/A	\$55,446.56
Year 2	2021 Rate	% Increase	2022 Rate	\$ increase	Per Year Increase	2022 Annual Base Salary
PTO Trainee	\$25.28	2%	\$25.78	\$0.51	\$998.89	\$50,943.48
PTO Level 1	\$28.58	2%	\$29.15	\$0.57	\$1,129.50	\$57,604.37
PTO Level 2	\$29.55	2%	\$30.14	\$0.59	\$1,167.79	\$59,557.41
PTO Level 3	\$30.52	2%	\$31.13	\$0.61	\$1,206.09	\$61,510.45
PTO Level 4	\$31.73	2%	\$32.37	\$0.63	\$1,254.06	\$63,956.88
PRT Trainee	\$25.28	2%	\$25.78	\$0.51	\$998.89	\$50,943.48
PRT Driver	\$28.06	2%	\$28.62	\$0.56	\$1,108.93	\$56,555.49

APPENDIX 2 – ALLOWANCES

Allowances	2021		2022	
	Shift or Occasion	Per Hour	Shift or Occasion	Per Hour
Truck Driving	\$16.84		\$17.18	
Meals	\$18.54		\$18.91	
Meals + Accommodation	\$59.27		\$60.46	
Incidental	\$44.12		\$45.00	
Higher duties PTO acting as a Trainer		\$7.66		\$7.81
Higher duties PTO acting as a Controller		\$8.87		\$9.05
Higher duties PTO acting as a Supervisor		\$10.91		\$11.13
Mildura Trip	\$97.39		\$99.34	

SIGNATORIES

1. Signatories of the organisations covered by this Agreement

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Dated:

For G4S Custodial Services Pty Ltd

ABN

NAME: Denis Price

Position General Manager Justice Prisoner Transport

Address: 7 Fleet Street Laverton North, Victoria 3026

.....

Dated:

For the members of the Community and Public Sector Union

ABN 38 968 067 748

Name: _____

Position: _____

Address: _____

2. Signatories of Employee bargaining representatives covered by this Agreement:

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Dated:

NAME: _____

Address: _____