

## CROWN EMPLOYEES (EDUCATION EMPLOYEES DEPARTMENT OF CORRECTIVE SERVICES) CONSENT AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by N.S.W. Department of Corrective Services.

(No. IRC 2494 of 2006)

Before The Honourable Justice Marks

27 June 2006

### AWARD

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### PART B

#### MONETARY RATES

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#### 2. Definitions

2.1 "Act" means the *Public Sector Employment and Management Act 2002*, or any replacement Act.

- 2.2 "AEVTI" means the Adult Education and Vocational Training Institute, which is the registered provider of adult education and vocational training for inmates within the Department.
- 2.3 "Commissioner" means the Chief Executive Officer of the Department of Corrective Services as listed in Column 2 of Schedule 1 of the Act.
- 2.4 "Correctional Centre" means a centre administered by the Department to accommodate persons committed by a court of law.
- 2.5 "Correctional Education Officer" means an employee appointed as such who is qualified as provided in sub clause 4.3 of this Award and who is required to undertake the duties specified in clause 11. of this Award.
- 2.6 "Day Worker" means an employee, other than a shift worker, whose ordinary hours of work are from Monday to Friday with hours as specified for the particular classification.
- 2.7 "Department" means the Department of Corrective Services, as specified in Schedule 1 of the Act.
- 2.8 "Employee" means an officer or temporary employee as defined under the Act.
- 2.9 "Federation" means the New South Wales Teachers Federation.
- 2.10 "DPE" means the Director of Public Employment constituted under Chapter 6 of the Act.
- 2.11 "Personnel Handbook" means the NSW Public Service Personnel Handbook, published by the Premier's Department.
- 2.12 "Regulation" means the Public Sector Employment and Management (General) Regulation 1996 or any replacement regulation.
- 2.13 "Senior Correctional Education Officer" means an employee appointed as such and who is qualified as provided in sub clause 4.4 of this Award.
- 2.14 "Teacher" means an employee who is appointed as such and who is qualified as provided in sub clause 4.2 of this Award and who is required to undertake duties as specified in clause 12. of this Award. A permanent part-time teacher means a teacher who is appointed under the Act for set and regular hours that are less than the full contract hours of this Award.
- 2.15 "Through care" means the philosophy and practice of the Department by which inmates are managed from the start of their sentence with a view to maximizing reintegration into the community and achieving a reduction in recidivism.

### **3. Conditions Fixed By Other Instruments of Employment**

- 3.1 The following Awards as varied from time to time, or any replacement Awards, in so far as they fix conditions of employment applying to employees covered by this Award, which are not fixed by this Award, shall continue to apply.
- 3.1.1 Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.
- 3.1.2 Crown Employees (Transferred Employees Compensation) Award.
- 3.2 The following Agreement made pursuant to section 131 of the Act, which details conditions of employment not fixed by this Award, shall continue to apply:
- 3.2.1 Crown Employees (Transferred Officers' Excess Rent Assistance) Agreement No. 2354 of 1981.
- 3.3 The provisions of the Department's Flexible Working Hours Agreement shall apply except where modified by this Award.

- 3.4 Except as expressly modified by this Award, and except where conditions are determined by the Awards and Agreement referred to in sub clauses 3.1, 3.2 and 3.3 of this clause, the conditions of service of employees shall be determined by the provisions of the Act, the Regulation and the Personnel Handbook.

#### 4. Qualifications

- 4.1 The following qualifications shall apply except where specific exception is approved by the Commissioner and where detailed in clause 15. Qualifications Upgrade or clause 16. Recruitment - Exceptional Circumstances of this Award.

- 4.2 Teachers - shall hold a:

4.2.1 Bachelors degree in Education from a recognised university, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI; or

4.2.2 Graduate Diploma (or higher) in Education, from a recognised university; and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI;

together with relevant related employment experience, as approved by the Principal AEVTI.

- 4.3 Correctional Education Officers - shall hold a:

4.3.1 Bachelors degree in Education from a recognised university, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI; or

4.3.2 Graduate Diploma (or higher) in Education, from a recognised university; and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI;

together with relevant related employment experience, as approved by the Principal AEVTI.

- 4.4 Senior Correctional Education Officers - shall hold a:

4.4.1 Bachelors degree in Education from a recognised university; or

4.4.2 Graduate Diploma (or higher) in Education and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education;

together with experience in adult education, as approved by the Principal AEVTI.

#### 5. Salaries

- 5.1 Salaries at Part B Monetary Rates Table 1 - Salaries for Senior Correctional Education Officers, Correctional Education Officers and Teachers under this Award incorporate the following salary increases:

5.1.1 4% from the first pay period commencing on or after 1 January 2006 for Teachers, Correctional Education Officers and Senior Correctional Education Officers.

5.1.2 4% from the first pay period commencing on or after 1 January 2007 for Teachers, Correctional Education Officers and Senior Correctional Education Officers.

5.1.3 4% from the first pay period commencing on or after 1 January 2008 for Teachers, Correctional Education Officers and Senior Correctional Education Officers,

- 5.2 These rates continue to be inclusive of the previously paid environmental allowance.
- 5.3 Commencing salaries for all employees to a position under this Award shall be consistent with the provisions of Chapter 2, section 16.8 Commencing rates of pay of the Personnel Handbook.

#### **6. Incremental Progression and Calculation of Service**

- 6.1 Incremental progression and calculation of service shall be determined in accordance with Chapter 5, Managing the Workplace, of the Personnel Handbook, except where varied by clause 15. Qualifications Upgrade and/or clause 16. Recruitment - Exceptional Circumstances of this Award.

#### **7. Working Hours**

- 7.1 Ordinary hours of work shall be 35 hours per week, Monday to Friday.
- 7.2 Senior Correctional Education Officers and Correctional Education Officers
- 7.2.1 The provisions of the Department's Flexible Working Hours Agreement dated 3 November 1998, or any Agreement replacing this Agreement, shall apply to Senior Correctional Education Officers and Correctional Education Officers, including access to two days flex leave per month and five days banked leave.
- 7.2.2 A Senior Correctional Education Officer or Correctional Education Officer shall not be directed to work longer than five continuous hours without a meal break.
- 7.2.3 The bandwidth shall be 7.30am - 9.00pm.
- 7.2.4 The core time shall be 10.00am - 3.00pm.
- 7.2.5 Flexible working hours including the taking of flex leave and banked leave shall remain at Departmental discretion, to be negotiated at the local level provided that the delivery of teaching programs are maintained.
- 7.3 Teachers
- 7.3.1 The standard attendance hours of full time Teachers shall be 35 hours per week in recognition of the particular environment in the Department of Corrective Services.
- 7.3.2 The daily span of working hours in correctional centres for Teachers under this Award shall be between 7.30am and 5.30pm on Monday to Friday, inclusive. Direct teaching activities and duties related to teaching worked by Teachers should, unless otherwise unavoidable or by agreement between a Teacher and the supervising Senior Correctional Education Officer, be continuous.
- 7.3.3 Teachers who are directed to perform direct teaching activities between:
- (i) 5.30pm and 9.00pm Monday to Friday and who are required to teach two separate sessions during these hours or one session which commences later than 5.30pm; or
  - (ii) 7.30am and 9.00pm Saturday and who are required to teach two separate sessions during these hours;
- shall be paid at the rate of time and one quarter or may elect to take time in lieu which shall be calculated at the same rate as would have applied to the payment of teaching activities performed in terms of this clause.
- 7.3.4 Teachers shall not be entitled to flex time arrangements and shall be required to attend for rostered direct teaching activities as required by the Senior Correctional Education Officer.

7.3.5 The hours of attendance for duties related to teaching may be arranged by Teachers in consultation with the Senior Correctional Education Officer provided the requirements of the Department are met at all times. This will facilitate flexible start and finish times for Teachers.

### **8. Shiftwork**

8.1 Senior Correctional Education Officers, Correctional Education Officers and Teachers, who because of operational requirements are not covered by Flexible Working Hours arrangements and are rostered on shifts outside the ordinary working hours of a Day Worker shall be paid a shift allowance of 15 per cent.

8.2 Senior Correctional Education Officers and Correctional Education Officers employed as shift workers, who are regularly required to perform rostered duty on Saturdays, Sundays and public holidays shall receive the following compensation and be subject to the following conditions:

8.2.1 For ordinary rostered time worked on a Saturday - additional payment at the rate of half time extra.

8.2.2 For ordinary rostered time worked on a Sunday - additional payment at the rate of three-quarter time extra.

8.2.3 When rostered off on a public holiday - an additional day's pay.

8.2.4 When rostered on a public holiday and work performed - additional payment at the rate of time and a half extra.

8.2.5 Annual leave at the rate of four weeks a year, that is, 20 working days plus eight rest days.

8.2.6 Additional leave on the following basis:

Number of ordinary shifts worked on Sundays and/or Public Holidays during a qualifying period of 12 months from 1 December one year to 30 November the next year.

#### **Additional Leave**

4 -10	1 additional day's leave
11 -17	2 additional days' leave
18 - 24	3 additional days' leave
25 - 31	4 additional days' leave
32 or more	5 additional days' leave

### **9. Recreation Leave**

9.1 Senior Correctional Education Officers, Correctional Education Officers and Teachers employed as day workers, Monday to Friday, shall be entitled to recreation leave as follows:

9.1.1 Recreation leave in accordance with the provisions of the Regulation, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, as reviewed from time to time, or any replacement Award, and the Personnel Handbook.

9.1.2 At least two consecutive weeks of recreation leave shall be taken by employees every twelve months as described in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

## 10. Non Attendance Time

### 10.1 Correctional Education Officers

10.1.1 In return for undertaking a maximum of 400 hours per annum of direct teaching activities, as provided at sub clause 11.4, all Correctional Education Officers shall receive 10 working days non attendance time.

### 10.2 Teachers

10.2.1 In return for the hours as described in clause 12. of this Award, Teachers shall be entitled to 7 weeks of agreed non attendance time if employed for a full calendar year.

10.2.2 Where a Teacher commences or ceases employment part way through a calendar year, the entitlement to non attendance time shall be calculated on a pro rata basis.

10.2.3 The pro rata calculation mentioned in subclause 10.2.2 shall be as negotiated and agreed between the Department and Federation.

10.2.4 Where public holidays fall during a period of non attendance time, those days shall be counted as non attendance time.

10.3 For Correctional Education Officers and Teachers, non attendance time shall be taken at the Department's convenience.

10.4 For Correctional Education Officers and Teachers, non attendance time shall be non accumulative.

10.5 An annual calendar detailing the dates for non attendance time to be taken shall be developed by the Senior Correctional Education Officer in consultation with senior management of the correctional centre and education employees, for approval by the Principal AEVTI.

## 11. Duties of Correctional Education Officers

11.1 Subject to sub clauses 11.2 and 11.3 of this Award and following consultation with the supervising Senior Correctional Education Officer, Correctional Education Officers shall be required to undertake:

11.1.1 Direct teaching activities for up to 10 hours per week; and

11.1.2 Duties related to teaching and through care initiatives for a minimum of 25 hours per week up to 35 hours per week, as specified at sub clause 11.4, provided that the total ordinary hours of duty for the week shall not exceed 35 hours.

11.2 To accommodate the educational delivery needs of a correctional centre, the direct teaching activities, if required, shall be 10 hours per week plus or minus 5 hours in any one week.

11.3 There may be a need from time to time for a Correctional Education Officer not to undertake any direct teaching activities for a specified period of time (as determined by the Department) in order to meet the needs of the correctional centre. In these circumstances:

11.3.1 Duties related to teaching/through care initiatives as provided by sub clause 11.4 shall be substituted for direct teaching activities; and

11.3.2 Non attendance time as provided for in clause 10. of this Award, shall continue to apply as if direct teaching activities were being undertaken.

11.4 Direct teaching activities and duties related to teaching/through care initiatives to be undertaken by Correctional Education Officers shall be as specified in the following table:

Direct Teaching Activities Correctional Education Officer	Duties Related to Teaching/Through Care Initiatives
<p>Face-to-face teaching in any environment or setting, including but not limited to:</p> <ul style="list-style-type: none"> <li>- classrooms</li> <li>- workshops</li> <li>- industry</li> <li>- in the field</li> </ul> <p>Application of assessment and diagnostic instruments for inmates.</p> <p>Vocational assessment and counselling.</p> <p>Tutorial support for distance education enrolments and individual learners with difficulties.</p> <p>Workplace training &amp; assessment.</p>	<p>Duties related to teaching, including but not limited to:</p> <ul style="list-style-type: none"> <li>-preparation, for example, of course outlines and lesson plans</li> <li>-marking</li> <li>-support and advice to inmates</li> <li>-enrolment and associated administration including maintenance of education and case management files, preparation of case reports and running sheets</li> <li>-attendance at staff meetings</li> <li>-attendance at case management meetings</li> <li>-attendance at moderation meetings</li> <li>-participation in case planning and case management activities</li> <li>-leading approved staff development activities</li> <li>-engaging in approved staff development activities</li> <li>-research</li> <li>-recognition of prior learning processes</li> <li>-selection and purchase of resources</li> <li>-maintenance of inmate libraries in liaison with the Manager Library Services</li> <li>-course, curriculum and materials development and review</li> <li>-course co-ordination as specified in curriculum documents</li> </ul> <p>Duties related to facilitation of Departmental through care initiatives linking internal and external stakeholders, including but not limited to:</p> <ul style="list-style-type: none"> <li>-industry and community liaison and promotion</li> <li>-co-ordination of traineeships and workplace training programs</li> <li>-workplace consultancy and advisory services</li> <li>-work placement co-ordination, supervision and pre and post release planning</li> <li>-inmate selection for education &amp; vocational training programs &amp; other program readiness</li> <li>-development of education case plan (includes Departmental Education Profile Interviews)</li> <li>-review of education plans</li> </ul>

11.5 The specific range of duties as described in the table at sub clause 11.4 of this Award to be undertaken by a Correctional Education Officer must meet the needs of the particular correctional centre. Duties required of a Correctional Education Officer shall be planned following consultation between the Correctional Education Officer and the supervising Senior Correctional Education Officer.

**12. Duties of Teachers**

12.1 Teachers shall be required to undertake direct teaching activities for 20 hours per week and duties related to teaching for 15 hours per week as provided by sub clause 12.2 of this Award.

12.2 Direct teaching activities and duties related to teaching for Teachers shall be as specified in the following table:

Direct Teaching Activities Teacher	Duties Related to Teaching
<p>Face-to-face teaching in any environment or setting, including but not limited to:</p> <ul style="list-style-type: none"> <li>-classrooms</li> <li>-workshops</li> <li>-industry</li> <li>-in the field</li> </ul> <p>Application of assessment and diagnostic instruments for inmates.</p> <p>Vocational assessment and counselling.</p> <p>Tutorial support for distance education enrolments and individual learners with difficulties.</p> <p>Workplace training &amp; assessment.</p>	<p>Duties related to teaching, including but not limited to:</p> <ul style="list-style-type: none"> <li>-preparation, for example, of course outlines and lesson plans</li> <li>-marking</li> <li>-support and advice to inmates</li> <li>-enrolment and associated administration including maintenance of education and case management files, preparation of case reports and running sheets</li> <li>-attendance at staff meetings</li> <li>-attendance at case management team meetings</li> <li>-attendance at moderation meetings</li> <li>-participation in case planning and case management activities</li> <li>-course, curriculum and materials development and review</li> <li>-development of learning materials</li> <li>-research</li> <li>-recognition of prior learning processes</li> <li>-engaging in approved staff development activities</li> <li>-leading approved staff development activities</li> <li>-inmate selection for education &amp; vocational training programs &amp; other program readiness</li> <li>-development of education case plan (includes Departmental Education Profile Interviews)</li> <li>-review of education plans</li> </ul>

- 12.3 The parties agree that the duties undertaken by Teachers shall support the work of Correctional Education Officers in relation to through care outcomes.
- 12.4 The specific range of duties as described in the table at sub clause 12.2 of this Award to be undertaken by a Teacher must meet the needs of the particular correctional centre. Duties required of a Teacher shall be planned following consultation between the Teacher and the supervising Senior Correctional Education Officer.
- 12.5 From time to time a teacher's Direct Teaching Activities i.e. teaching hours, may be lost due to restricted correctional centre routines and other centre activities. In order to maintain a reasonable level of teaching hours:
- 12.5.1 There may be occasions where teaching hours previously lost may be made up during the following six week period, and
- 12.5.2 A Teacher may be required by the supervising Senior Correctional Education Officer to make up a maximum of 5 hours over a period of one week such that the number of teaching hours taught by that teacher shall not exceed 6 hours in any one day and 25 hours in any one week,
- 12.5.3 These hours may only be made up on the days a Teacher is usually engaged to work and shall replace the hours usually spent on Duties Related to Teaching.

### 13. Leave Entitlements

- 13.1 Sick leave, maternity leave, parental leave, adoption leave, family and community service leave, and all other leave except for extended leave shall be granted and administered to employees in accordance with the provisions of the Act, the Regulation, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and as described in the Personnel Handbook.

- 13.2 Extended leave entitlements shall be granted and administered to employees in accordance with Schedule 3 of the Act and as described in the Personnel Handbook.

#### **14. Part-Time Work**

- 14.1 The Department is committed to providing part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources and be of benefit to employees.
- 14.2 Part-time arrangements must be acceptable to both the Department and the employee and shall be in accordance with the provisions of the Industrial Relations Act 1996 and the Flexible Work Practices Policy and Guidelines issued by the PEO in October 1995, including the requirement that entitlements are generally on a pro-rata basis.

#### **15. Qualifications Upgrade**

- 15.1 Sub clauses 15.2 - 15.6 apply only to those persons:
- 15.1.1 Who commenced employment as Teachers during the nominal term of the Crown Employees (Education Employees, Department of Corrective Services) Consent Award 2002; and
- 15.1.2 Who have already been offered the opportunity to gain qualifications whilst on probation as part of the process associated with the conversion of Contract Teachers to permanent full-time and part-time Teachers.
- 15.2 Teachers who have not commenced or completed the agreed course of study shall not have their appointment confirmed.
- 15.3 Teachers who have not commenced or completed their agreed course of study within the agreed and acceptable timeframe shall have their circumstances reviewed by the Principal AEVTI and a representative of Federation. Where:
- 15.3.1 Special circumstances exist, an extension of time shall be granted to commence or complete the course of study and the probationary period is extended for 12 months (the probationary period may be extended for up to 2 years with extensions beyond 2 years at the discretion of the Commissioner);
- 15.3.2 No special circumstances exist, the Teacher's appointment shall be annulled.
- 15.4 Once the required qualifications are gained the Teacher's salary entitlements shall be adjusted to the appropriate step commensurate to the qualifications gained and the date at which those qualifications were attained.
- 15.5 The Teacher shall remain on step one and shall not progress until evidence of the qualification being gained is provided to the Department.
- 15.6 The Department shall continue to contribute an amount to be determined towards the cost of gaining the qualification. Eligibility is limited to those employees whom the Department has already agreed to reimburse the cost of gaining such qualifications.

#### **16. Recruitment - Exceptional Circumstances**

- 16.1 In exceptional circumstances only, applicants for newly advertised Teacher positions who do not possess the required teaching qualifications shall not be excluded from the selection process (subject to sub clause 16.2 being met), and may be appointed on probation subject to the provisions of clause 15. Qualifications Upgrade, sub clauses 15.2 - 15.5 of this Award. The applicant must hold qualifications in the core subject area of the advertised Teacher position.
- 16.2 Exceptional circumstances shall be advertised as such and shall be limited to positions in rural locations that have been previously widely advertised with a resultant field of applicants who meet all selection

criteria except for the qualifications. This may include applicants who have already commenced a course of study or have extensive employment related experience.

- 16.3 The decision as to whether an exceptional circumstance exists rests with the Commissioner (or delegated officer) following consultation with the Principal AEVTI.
- 16.4 The provisions of sub clause 15.6 of this Award do not apply to employees selected as a result of exceptional circumstances.

### **17. Professional Development**

- 17.1 The Department is committed to the development of highly skilled, motivated and professional employees.
- 17.2 Access to professional development opportunities shall be based on the:
- 17.2.1 Department's needs; and
  - 17.2.2 Needs of individual employees as determined in consultation with their supervisors both at the local level and with the Principal of AEVTI.
- 17.3 Subject to sub clause 17.2 of this Award, the professional development of Senior Correctional Education Officers, Correctional Education Officers and Teachers shall be provided by:
- 17.3.1 Access to relevant courses provided by the Corrective Services Academy; and
  - 17.3.2 Provision for study assistance as described in the Personnel Handbook; and
  - 17.3.3 Access to retraining across disciplines in accordance with the needs of the Department to facilitate multi-skilling and career path development.
- 17.4 Senior Correctional Education Officers, Correctional Education Officers and Teachers are encouraged to share their professional development experiences with other Senior Correctional Education Officers, Correctional Education Officers and Teachers.

### **18. Education Quality**

- 18.1 In line with the Department's commitment to reducing re-offending, AEVTI is committed to providing adult education programs to inmates and to identified disadvantaged groups within the inmate population.
- 18.2 The provision of educational courses shall be in the form of nationally accredited training equivalent to that available in the community. This standard will be maintained by the employment of professional educators within the system.
- 18.3 Education programs aim to contribute to the good order of correctional centres and to the overall well being of inmates.
- 18.4 Education programs aim to assist inmates to develop skills and aptitudes to improve their prospects for post release reintegration into the wider community.
- 18.5 These programs will include classroom subjects, vocational education, creative and cultural activities, physical education and sports, social education and library facilities.

### **19. Consultation**

- 19.1 The parties agree to consult on any matter relating to the introduction of major, system wide, educational initiatives by the Department.

19.2 A consultative committee shall be established for this purpose.

## 20. Anti-Discrimination

20.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

20.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.

20.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

20.4 Nothing in this clause is to be taken to affect:

20.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;

20.4.2 Offering or providing junior rates of pay to persons under 21 years of age;

20.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

20.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

20.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

20.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

20.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects .... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

## 21. Harassment Free Workplace

21.1 The Department is committed to ensuring that officers work in an environment free of harassment. Harassment is any repeated uninvited or unwelcome behaviour directed at another person. The effect of harassment is to offend, annoy or intimidate another person and to make the workplace uncomfortable and unpleasant. Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.

21.2 Harassment on any grounds including, but not limited to, sex, race, marital status, physical impairment, sexual preference, HIV/AIDS or age shall not be condoned by the Department or the Federation.

21.3 Senior Correctional Education Officers shall exercise their best endeavours to prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.

21.4 All employees are required to refrain from perpetuating, or being party to, any form of harassment.

- 21.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation.

## **22. Deduction of Union Membership Fees**

- 22.1 The Federation shall provide the Department with a schedule setting out Federation's fortnightly membership fees payable by members of the Federation in accordance with Federation's rules.
- 22.2 The Federation shall advise the Department of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Federation fortnightly membership fees payable shall be provided to the Department at least one month in advance of the variation taking effect.
- 22.3 Subject to subclauses 22.1 and 22.2 above, the Department shall deduct Federation's fortnightly membership fees from the pay of any employee who is a member of Federation in accordance with the Federation's rules, provided that the employee has authorised the Department to make such deductions.
- 22.4 Monies so deducted from the employee's pay shall be forwarded regularly to the Federation together with all necessary information to enable the Federation to reconcile and credit subscriptions to employees' membership accounts.
- 22.5 Unless other arrangements are agreed to by the Department and Federation, all membership fees shall be deducted on a fortnightly basis.
- 22.6 Where an employee has already authorised the deduction of membership fees from his/her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

## **23. Dispute Resolution Procedures**

- 23.1 Subject to the provisions of the *Industrial Relations Act 1996*, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedures shall apply:
- 23.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the employee and/or Federation workplace representative shall raise the dispute, question or difficulty with the supervisor as soon as practicable.
- 23.1.2 The supervisor shall discuss the matter with the employee and/or Federation representative within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.
- 23.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the individual employee or the Federation may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, question or difficulty or negotiating an agreed method and time frame for proceeding.
- 23.1.4 Where the procedures in sub-clause 23.1.3 do not lead to resolution of the dispute, question or difficulty, the matter shall be referred to the Commissioner and the General Secretary of the Federation. They or their nominees shall discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 23.1.5 Should the above procedure not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.
- 23.1.6 While the dispute resolution procedure is being followed, the status quo shall remain unless an occupational health and safety issue precludes such work. The status quo is the situation which prevailed before the cause of the dispute.

#### 24. Duties as Directed

- 24.1 The Department may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award and provided that such duties are not designed to promote deskilling.
- 24.2 The Department may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.

#### 25. No Further Claims

- 25.1 Except as provided by the *Industrial Relations Act* 1996, prior to 31 December 2008, there shall be no further claims by the parties to this Award for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this award.

#### 26. Area, Incidence and Duration

- 26.1 This Award shall apply to all Senior Correctional Education Officers, Correctional Education Officers and Teachers employed by the Government of NSW under Chapters 1A and 2 of the Act in the Department of Corrective Services, a Department listed in Schedule 1, Part 1 of the Act.
- 26.2 This Award rescinds and replaces the Crown Employees (Education Employees, Department of Corrective Services) Consent Award 2004 published 20 May 2005 (351 IG, 72 varied by Erratum published 29 July 2005 (352 IG, 1095) and varied by the Secure Employment Test Case IRC 1330 of 2006 on 10 March 2006.
- 26.3 The Award takes effect from 1 January 2006 and expires on 31 December 2008.

### PART B

#### MONETARY RATES

Table 1 - Salaries

	4% - from first pay period commencing on or after 1/1/06 \$	4% - from first pay period commencing on or after 1/1/07 \$	4% from first pay period commencing on or after 1/1/08 \$
Teacher/CEO			
Step 1	59,182	61,549	64,011
Step 2	60,851	63,285	65,816
Step 3	63,227	65,756	68,386
Step 4	66,344	68,998	71,758
SCEO			
Step 1	75,377	78,392	81,528
Step 2	77,706	80,814	84,047

F. MARKS J