

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/101

TITLE: Junee Correctional Centre Nurses Enterprise Agreement

I.R.C. NO: 98/718

DATE APPROVED/COMMENCEMENT: 6 March 1998

TERM: 12 months

NEW AGREEMENT OR
VARIATION: New. Replaces EA 104/96

GAZETTAL REFERENCE:

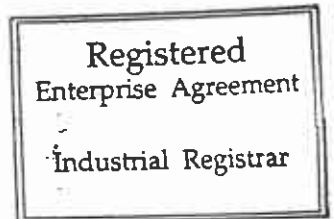
DATE TERMINATED:

NUMBER OF PAGES: 20

COVERAGE/DESCRIPTION OF

EMPLOYEES: Registered and enrolled nurses employed at the Junee Correctional Centre,
Junee 2663

PARTIES: Australasian Correctional Management Pty Limited -&- New South Wales Nurses'
Association





AUSTRALASIAN CORRECTIONAL MANAGEMENT PTY LIMITED

AND

THE NEW SOUTH WALES NURSES' ASSOCIATION

(No. of 1998)

JUNEE CORRECTIONAL CENTRE

NURSES

ENTERPRISE AGREEMENT



THIS AGREEMENT, made pursuant to the New South Wales Industrial Relations Act 1996 in accordance with the provisions of Section 29-47 of the said Act, is entered into the 8th day of December, 1997, between Australasian Correctional Management Pty Limited, located at National Mutual Centre, Level 18, 44 Market Street, Sydney 2000 NSW (hereinafter referred to as "the Employer") and The NSW Nurses Association, located at 43 Australia Street, Camperdown 2050 (hereinafter referred to as "the Union").

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PART 1. PRELIMINARY

1.1 Intent

Management and employees will work together to achieve the mission statements of Australasian Correctional Management Pty Ltd and Junee Correctional Centre which respectively are:

“To be the leading provider of correctional related services in Australasia, capturing a minimum of 30% of the market and supporting a skilled committed team of employees”

and

“To meet our contractual obligations to the customer by maintaining a secure, safe, caring environment, which provides inmates with meaningful opportunities for self-improvement, aimed at their successful return to the community”



By meeting the requirements of the mission statements, the future of the Company and the job security of its employees is ensured.

1.2 Title

This Agreement shall be known as the Junee Correctional Centre Nurses - Enterprise Agreement.

1.3 Agreement Coverage

This Agreement shall be binding on ACM and the New South Wales Nurses' Association with respect to registered and enrolled nurses employed by ACM at the Junee Correctional Centre.

1.4 Date of Operation

1.4.1 This Agreement shall operate from the date of registration and shall remain in force for a period of 12 months unless varied or terminated earlier by the provisions provided by the New South Wales Industrial Relations Act 1996.

1.5 Agreement Posting

A true copy of this Agreement shall be exhibited in a conspicuous and convenient place of the premises of the Employer so employees have access to it.

1.6 Awards Replacement

This Agreement replaces the Junee Correctional Centre Nurses Enterprise Agreement of 1995.

1.7 Duress

This Agreement was not entered into under duress by any party hereto.

PART 2. DEFINITIONS

2.1 Definitions

2.1.1 "Employee" shall mean:

- Enrolled Nurse – an enrolled nurse with at least 3 (three) years post graduate experience in an acute health care service preferably including general and psychiatric nursing
- Correctional Registered Nurse 1 – a registered nurse with at least 1 (one) year post graduate experience in an acute health care service preferably including general and psychiatric nursing. The registered nurse may progress to levels of CRN 2 & CRN 3 upon experience gained and the existence of a vacancy at the CRN 3 level.
- Correctional Registered Nurse 2 – a registered nurse with at least 3 (three) years post graduate experience in acute health care services preferably including general and psychiatric nursing. This person must have demonstrated above average communication, triage, acute nursing skills and clinical teaching skills
- Correctional Registered Nurse 3 - a registered nurse with at least 5 (five) years post graduate experience in acute health care services. This person must have demonstrated above average supervisory and clinical teaching skills. As this is an appointed position subject to annual review to maintain status, staff will not



automatically advance to this level from CRN 2. However, staff fulfilling other positions are welcome to apply for a CRN 3 position subject to a vacancy being available and by addressing the key selection criteria attached to that position.

- 2.1.2 "Casual employee" shall mean an employee engaged by the hour and who works less than 40 hours per week, including paid meal breaks. Casual employees are not entitled to the provisions of 5.1 Annual Leave and 5.3 Sick Leave but are entitled to Long Service Leave calculated in accordance with applicable provisions of law.
- 2.1.3 "Part Time Employee" shall mean an employee, engaged as such, to work between 16 and 40 hours in any one week, including paid meal breaks. Any part time employee who works 40 hours per week on a regular basis. will be deemed to be a weekly employee and will be paid accordingly.
- 2.1.4 "Employer" shall mean Australasian Correctional Management Pty Limited (ACM).

PART 3. WAGES, TERMS AND CONDITIONS OF EMPLOYMENT

3.1 Salary Rates

Employees are to be paid as follows:

Enrolled Nurse	\$35000
Correctional Registered Nurse 1	\$43000
Correctional Registered Nurse 2	\$47000
Correctional Registered Nurse 3	\$50000 (subject to appointment)

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3.2 Payment of Wages

Wages shall be paid on a fortnightly basis, not later than close of business on Wednesday, by way of Electronic Funds Transfer into a nominated bank, cheque or cash at the discretion of the employer. In the event of payment by cheque, the employer shall issue to the employee such cheque on or before close of business on Wednesday of the week such payment is normally made.

3.3 Weekend Work, Shift Allowance, Annual Leave Loading

As a result of using the average pay system, weekend penalties, shift allowances and annual leave loading, where applicable, are not shown separately but form a part of the respective overall pay rate set forth in clause 3.1.

3.4 Equitable Rosters

3.4.1 Where employees are required to work shift work, ACM agrees to roster all shifts in such a manner as to schedule all employees to work on an approximately equal number of weekend and evening/night shifts per year.

3.4.2 Where a roster is in place, the ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. The roster shall be displayed at least 2 weeks prior to the commencing date of the first working period for the roster.

3.4.3 Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the work to be carried on where another employee is absent from duty on account of illness or in an emergency provided that where any such alteration involves an employee working on a day off, the day off in lieu thereof shall be as mutually arranged.

Prior to the date of the change of shift, such change of roster shall be notified verbally or in writing to the employees concerned.

3.5 Occupational Superannuation

Employees shall be entitled to Occupational Superannuation in accordance with the provisions of the Occupational Superannuation Guarantee (Administrative) Act 1992. Employee contributions shall be made to the Australian Retirement Fund.

3.6 Meal Breaks, Rest Pauses

3.6.1 All employees required to work a shift of more than four hours shall be allowed a paid meal break of not less than thirty (30) minutes for a meal during each day, to be taken at a time established by the employees supervisor but no

sooner than four (4) hours nor later than six (6) hours after the commencement of work.

- 3.6.2 All full-time employees shall be entitled to a rest pause of ten (10) minutes' duration in the first and second half of their daily work. No deduction of pay shall be made for each rest pause so taken.

A part-time or casual employee engaged for a period of not more than four (4) hours shall be entitled to a rest pause of ten (10) minutes' duration; a part time or casual employee who is engaged for a period of more than four (4) hours, but not exceeding a full shift, shall be entitled to a rest pause of ten (10) minutes' duration in the first and second half of his or her engagement.

Rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.

3.7 Part Time Employees

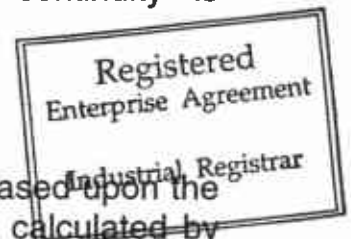
Part-time employees shall be paid an hourly rate based upon the appropriate classification and job description, and calculated by dividing the respective wage rates set forth in Clause 3.1 by 2080.

Such employees shall be paid for purposes of annual and sick leave the average weekly ordinary hours worked over the 12 month qualifying period.

Subject to the provision contained herein, all other provisions of the Agreement relevant to weekly employees shall apply to part time employees.

3.8 Casual Employees

Casual employees shall be paid an hourly rate based upon the appropriate classification and job description, and calculated by dividing the respective wage rates as set forth in Clause 3.1 by 2080, with an addition of 15%; such rates are inclusive of all required statutory payments in lieu of annual leave.



3.9 Travelling Time and Expenses

- 3.9.1 Employees travelling under the instructions of ACM shall be deemed to be working whilst so travelling so far as they may be travelling during the ordinary hours of duty.
- 3.9.2 All reasonable fares incurred by Employees whilst travelling on ACM's business shall be paid by ACM. The fares allowed shall be:
- On passenger coaches - normal fare
- On trains - first class (with sleeping berths if available); and
- On passenger aircraft - economy class
- 3.9.3 An employee who is required by ACM, within regular working hours, to travel in excess of twenty (20) kilometres from the location where he or she is usually employed, shall be allowed reasonable return fares.
- 3.9.4 If an employee is required in the course of their work to remain away from home overnight, he or she shall be reimbursed by ACM for all reasonable expenses actually incurred in obtaining board and accommodation, in accordance with ACM published Per Diem and the provisions of the employee handbook.
- 3.9.5 A permanent employee who is required by ACM to commence and cease work at other than the Junee Correctional Centre shall in addition to all other entitlements, be paid for all time in excess of that normally taken to travel between his or her residence and the Junee Correctional Centre at ordinary time. In addition, if an employee uses his or her own vehicle, such employee shall be paid for all excess travelling at the rate prescribed from time to time by the Commissioner of Taxation.

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3.10 Termination of Employment

Two weeks' notice shall be given by either party of the termination of employment, or one week's wage allowed or forfeited in lieu thereof. In cases of serious or wilful misconduct, dishonesty, drunkenness, insubordination, or other similar major breach of rules or standards, an employee shall be subject to

instant dismissal and entitled only to all salary and holiday pay due to the employee up to the time of such dismissal.

The one weeks' termination of employment notice cannot be counted as annual leave or part thereof.

3.11 Redundancy

Redundancy payment shall be made in accordance with provisions set out in the Employment Protection Act NSW 1982 as amended.

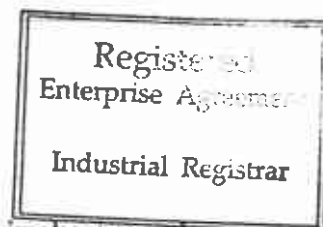
3.12 Grievance Procedure

The parties to this Agreement recognise the critical public interest inherent in the operation of the Centre and accordingly commit themselves to the following procedure:



- 3.12.1 Any grievance or potential industrial dispute shall be discussed in the first instance by the employee(s) and the immediate supervisor.
- 3.12.2 If unable to be resolved at that level the matter(s) shall be referred to the Employee's respective Department Manager or designee for further consideration.
- 3.12.3 If unable to be resolved at that level the matter(s) shall be referred to the Governor within 48 hours for decision.
- 3.12.4 If the matter(s) is/are not able to be resolved, then a meeting will take place as soon as possible with the Governor, his/her advisers, the Employee(s) and the ACM General Manager Health Services.
- 3.12.5 If there is no resolution then the NSW Industrial Relations Commission will be notified.
- 3.12.6 The Employees undertake that no industrial action will be taken while the steps in the procedure are being followed and both parties agree to comply with orders/recommendations of the Industrial Relations Commission.

PART 4. HOURS OF WORK, OVERTIME



4.1 Hours of Work

- 4.1.1 The ordinary hours of work for shift workers, inclusive of meal times, shall not exceed forty (40) hours per week in each roster cycle.
- 4.1.2 The hours of work prescribed in this clause shall, where possible, be arranged in such a manner, that in each roster cycle of 28 calendar days each employee shall not work his or her ordinary hours of work on more than 20 days in the cycle.
- 4.1.3 The hours of duty each day shall be continuous.
- 4.1.4 An employee, after having served a period of night duty, shall not be required to serve a further period on night duty until he or she has been off night duty for a period equivalent to the previous period on night duty, unless the employee requests or agrees to be employed on night duty and the employer consents.
- 4.1.5 An employee changing from night duty to day duty shall be free from duty during the 20 hours immediately preceding the commencement of the changed duty.
- 4.1.6 It is agreed that in emergency circumstances, or such other circumstances as ACM deems necessary. Employees may be required to temporarily work additional and/or altered shifts. To assist employees, ACM shall endeavour to provide affected employees with at least eight (8) hours prior notice of such shift alteration, it being understood that such prior notice may not be possible and is not required, under all circumstances.

Employees shall start and cease duty at the Junee Correctional Centre or as otherwise designated by the Governor, provided that where there is a requirement for Employees to work away from the Centre and the period of time during which such Employees are required to do so shall be stipulated.

An employee who volunteers for training on his or her rostered day off shall be paid during that training period at

ordinary time. An employee who is required to attend training courses on his or her rostered day off shall either be paid at the rate of time and one half with minimum payment of three (3) hours or shall be given equal additional time off within the following ten (10) days, at ACM's discretion.

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4.2 Overtime

Subject to the provisions of clauses 4.1.1, 4.1.2 and 4.1.3, all time worked by employees other than casuals in excess of ordinary hours of duty shall be paid for at the rate of time and a half. All work performed by a casual in excess of a full shift in any one day or 80 hours in any two week period shall be paid for at a rate of time and one half.

Overtime may be taken as time in lieu if mutually agreed between the Department Manager and the Employee and should be taken within one month of the date worked. If the time cannot be taken within one month the Employee will receive payment for the overtime at the rate applicable at the time of payment.

Meal Allowance on Overtime - An employee required to continue working for more than four (4) hours after the cessation of ordinary duty shall be provided with a meal by ACM or if a meal is not provided be paid an allowance of \$6.20.

Any employee other than a casual recalled to perform duty after completing his or her normal shift on any leave day or off duty day shall be paid at the rate of time and one half for such duty. A minimum payment of three (3) hours shall apply.

PART 5. HOLIDAYS AND LEAVE

5.1 Annual Leave

5.1.1 Annual leave on full pay is to be granted on completion of each twelve month's service as follows:

- (a) Full-time employees required to regularly work on a seven day, 24 hour roster basis will be entitled to five weeks annual leave. This will accrue for employees currently employment at the Junee Correctional Centre from 11 April, 1996 (Date of previous agreement).

- (b) Part time employees will be entitled to four weeks annual leave.

5.1.2 Annual leave shall be given and taken either in one consecutive period or two periods neither of which shall be less than one week, or if ACM and employee so agree in either two, three or four separate periods but not otherwise.

- (a) Annual leave shall be given and shall be taken within a period of 6 months after the date when the right to annual leave accrued; provided that the giving and taking of such leave may be postponed, by mutual agreement between the parties for a further period.
- (b) ACM shall give each employee, where practicable, two months notice of the date upon which he or she shall enter upon leave, and any event such notice shall not be less than 28 days.

5.1.3 Each employee on leave shall be paid fortnightly for the period of the leave at the ordinary rate of salary to which he or she is entitled to under this Agreement. Application for pay in advance must be made by the employee before proceeding on leave.

5.2 Public Holidays

5.2.1 The day(s) observed as New Year's Day, Australia Day, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Queens Birthday, Labour Day, Christmas Day, Boxing Day, and any other day(s) proclaimed as Public Holidays for the state of New South Wales.

5.2.2 All work done by an employee on Public Holidays shall be paid for at the rate of double time and one half or in accordance with paragraphs 5.2.3 and 5.2.4.

5.2.3 Should any of the public holidays mentioned in Clause 5.2.1 fall on a day on which an employee is rostered off duty, such employee shall, in lieu of such holiday, be entitled to either payment of an extra days' pay or the addition of an extra day to his or her annual leave entitlement or to take a single day off in lieu. This time in lieu should be taken by mutual agreement between the Department Manager and the employee within one month from the date of the respective public holiday. In the event the time is not taken the



employee will be paid at the rate applicable at the time of payment.

- 5.2.4 Where an employee is rostered to work on any of the aforesaid public holidays he or she may by mutual agreement elect to be paid at his or her ordinary rate of pay for the work performed on that holiday, have one and a half extra days added to his or her annual leave or take one and a half days off in lieu. The option of taking one and a half days off as time in lieu must be by mutual agreement with the Department Manager. In the event the time in lieu is not taken the employee will be paid at the rate applicable at the time of payment.

5.3 Sick Leave

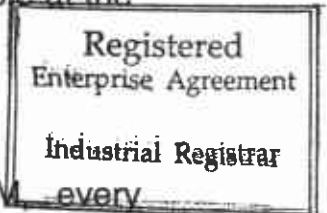
- 5.3.1 During the first year of employment with ACM every employee other than a casual employee shall be entitled to (8) days sick leave. Unused sick leave shall accrue from year to year.

- 5.3.2 Up to two days of sick leave referred to in clause 5.3.1 may be granted to an employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support when they are ill.

- 5.3.2.1 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

- 5.3.2.2 The entitlement to use sick leave in accordance with this subclause is subject to:

- i) the employee being responsible for the care of the person concerned; and
- ii) the person concerned being either ;
 - a) a member of the employee's immediate family ;
or
 - b) a member of the employee's household.
- iii) the term "immediate family" includes ;



- a) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the same or opposite sex to the first mentioned person who lives with the first mentioned person as a husband or wife of that person on a bona fide domestic basis although not legally married to that person ; and
- b) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

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5.3.2.3 The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of the absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

5.3.3 Subject to the provisions of Clauses 5.3.4 and 5.3.5, every employee, absent from work through illness for two or more days, shall, on the production of a certificate from a duly qualified medical practitioner (or other evidence to the satisfaction of ACM) specifying the period or approximate period during which the employee will be unable to work, and subject to ACM being promptly notified, become entitled to payment in full for all time he or she is so absent from work.

5.3.4 The continuity of employment of an employee with ACM for sick leave accumulation purposes shall be deemed to be not broken by any of the following:

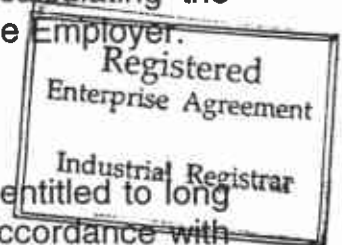
- (a) Absence from work on leave without pay granted by the Employer;
- (b) The employee having been dismissed or stood down by the Employer, or the employee having himself/herself terminated his/her employment with the Employer for any period not exceeding three months; provided that the

employee shall have been re-employed by the Employer. In cases where proceedings have taken longer than 3 months, the case will be evaluated on its merit and a review may take place where both parties agree.

- 5.3.5 The period during which the employment of the employee with the Employer shall have been interrupted or determined in any of the circumstances mentioned in paragraph (a) hereof shall not be taken into account in calculating the period of employment of the employee with the Employer.

5.4 Long Service Leave

All employees covered by this Agreement shall be entitled to long service leave on full pay under, subject to and in accordance with the provisions of the Long Service Act 1955, as amended.



5.5 Bereavement Leave

An employee shall on the death of a wife, husband, defacto partner, mother, father, mother-in-law, father-in-law, brother, sister, child or step-child, or such other close relative as the Employer may approve be entitled, on notice, to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days of work, or such other period in excess of two days as the Employer may approve.

Proof of such death shall be furnished by the employee to the satisfaction of the Employer.

5.6 Parental Leave

Employees shall be entitled to unpaid parental leave in accordance with Chapter 2, Part 4, of the New South Wales Industrial Relations Act 1996.

5.7 Jury Leave

An employee shall be allowed leave of absence during any period when required to attend for jury service. During such leave of absence, an employee shall be paid the difference between the jury service fees received and the normal ordinary rate of pay as if working.

An employee shall be required to produce to the employer proof of jury service fees received and proof of the requirement to attend and attendance on jury service and shall give the employer notice of such requirement as soon as practicable after receiving notification to attend for jury service.

5.8 Special Leave

When an employee has completed a 6 months period of permanent full time continuous service with no sick leave absences from duty in that time, he or she shall be eligible to apply for one paid day of leave.

5.9 Military Leave

Unpaid leave not exceeding two weeks in any one calendar year will be granted by the Governor of the facility, to employees who are members of the Defence Force Reserves for the purpose of undergoing training or equivalent continuous duty.

All requests for military leave must be supported with copies of military orders.



PART 6. TRAINING AND PROFESSIONAL DEVELOPMENT

6.1 Induction Clause

An induction program will be provided for new employees..

6.2 Training and Professional Development

The parties acknowledge a commitment to training and professional development for all staff of the Junee Correctional Centre. Staff recognise their obligation to maintain and update their skills. ACM recognises its obligations to provide staff with opportunities to maintain and update their skills in accordance with ACM staff development policies.

Staff shall be provided with opportunities for training and professional development so that they will form a highly skilled, competent and committed work force, experiencing job satisfaction and providing the highest quality service.

The parties agree that, wherever possible, training and professional development will be designed to articulate where practicable with approved and accredited courses such as those

facilitated or delivered by organisations including but not limited to the New South Wales College of Nursing, C.E.I.D.A.. or Staff Development Units that are part of District Health Services.

This development of staff will be mutually beneficial to both parties and shall not impair the efficient operations of the Centre.

Full time staff will be given the opportunity to attend 5 days paid training per year. Attendees at such training should not disturb the normal operations of the Health Centre.

PART 7 MISCELLANEOUS PROVISIONS

7.1 Uniforms

Where employees are required to wear a uniform, an adequate uniform issue shall be provided by ACM upon commencing employment. All issues shall at all times remain the property of ACM. Additional issues of uniforms shall be made on the basis of fair wear and tear. Employees shall upon cessation of employment be required to return all uniform issued to them.

7.2 Saving of Rights

No staff member shall suffer a reduction in his or her rate of pay or diminution in his or her condition or employment as a consequence of the making of this Agreement.

7.3 Declaration

The parties to this Agreement declare that the Enterprise Agreement:

- (a) is not contrary to the public interest
- (b) is not unfair, harsh or unconscionable
- (c) was not entered into under duress
- (d) is in the interests of the parties

7.4 Agreement Modernisation

The parties are committed to modernising the terms of the Agreement so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills training and job satisfaction and assists positively in the restructuring process.



7.5 Incidental and Peripheral Tasks; Staffing Levels

7.5.1 ACM may direct an Employee to carry out such duties as are reasonably within the limits of the employees skill, competence and training.

7.5.2 ACM 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 (where relevant),

7.5.3 Any direction issued by ACM pursuant to clauses 7.5.1 and 7.5.2 shall be consistent with ACM's responsibilities to provide a safe and healthy working environment.



7.6 Co-operation and Commitment to Productivity Improvement

The parties to this Enterprise Agreement are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industry covered by this Enterprise Agreement. Participation in productivity improvements would involve assisting in the development and implementation of management systems and clinical standards leading to accreditation by the Australian Council of Health Care Standards Inc or agreed relevant equivalent.

7.7 Agreement to Stand Alone

It is acknowledged by the parties that this Agreement has been developed taking account of the specific requirements associated with the Junee Correctional Centre. The parties acknowledge that many factors considered relevant during discussions are peculiar to this site and will not be used by any party as a precedent in negotiations and/or proceedings relating to any other Correctional and/or Custodial Institution.

Signed for and on behalf of
Australasian Correctional
Management Pty Limited

)
)
)

Don Keens

Don Keens
Managing Director

14.1.98.
DATE



In the presence of:

S. Finegan
(PRINT WITNESS NAME)

[Signature] JP
(WITNESS SIGNATURE)

14 January 1998
DATE

Signed for and on behalf of
The New South Wales
Nurses' Association

)
)

[Signature]
~~Sandra Moit~~ Julie Venamore
~~General Secretary~~ Acting General Secretary

21/1/98
DATE

In presence of:

S Shean
(PRINT WITNESS NAME)

[Signature]
(WITNESS SIGNATURE)

21/1/98
DATE