

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/236

TITLE: Junee Correctional Centre Non-Custodial Enterprise Agreement

I.R.C. NO: 99/2618

DATE APPROVED/COMMENCEMENT: 18 June 1999

TERM: Expires 21 December 2000

**NEW AGREEMENT OR
VARIATION: New. Replaces EA 96/134**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 32

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees at the Junee Correctional Centre eligible to be a member of the Australian Liquor Hospitality and Miscellaneous Union NSW Branch

PARTIES: The Australasian Correctional Management Junee Corre -&- Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch



AUSTRALASIAN CORRECTIONAL MANAGEMENT PTY LIMITED

AND

THE NON-CUSTODIAL STAFF (as listed)

(No. of 1999)

JUNEE CORRECTIONAL CENTRE

THE NON-CUSTODIAL STAFF

ENTERPRISE AGREEMENT

THIS AGREEMENT, made pursuant to the New South Wales Industrial Relations Act 1996 in accordance with the provisions of Part 2 of the said Act, is entered into on the Twenty first day of December, 1998, 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"), The Australian Liquor Hospitality and Miscellaneous Workers Union (hereinafter referred to as "the Union"), and Employees of Australasian Correctional Management Pty Limited employed at the Junee Correctional Centre to the classifications contained in this Agreement.



ARRANGEMENT OF AGREEMENT

PART 1 PRELIMINARY

- 1.1 INTENT
- 1.2 TITLE
- 1.3 PARTIES BOUND
- 1.4 DATE OF OPERATION
- 1.5 AGREEMENT POSTING
- 1.6 AWARDS REPLACEMENT
- 1.7 DURESS

PART 2 DEFINITIONS

- 2.1 EMPLOYEE
- 2.2 CASUAL EMPLOYEE
- 2.3 PART TIME EMPLOYEE
- 2.4 PROBATIONARY EMPLOYEE
- 2.5 EMPLOYER

PART 3 WAGES, TERMS AND CONDITIONS OF EMPLOYMENT

- 3.1 SALARY RATES
- 3.2 PAYMENT OF WAGES
- 3.3 WEEKEND WORK, SHIFT ALLOWANCE, ANNUAL LEAVE
LOADING
- 3.4 EQUITABLE ROSTERS
- 3.5 OCCUPATIONAL SUPERANNUATION
- 3.6 MEAL BREAKS, REST PAUSES
- 3.7 PART TIME EMPLOYEES, CASUALS
- 3.8 CASUAL EMPLOYEES
- 3.9 TRAVELLING TIME AND EXPENSES
- 3.10 REDUNDANCY AND TERMINATION OF EMPLOYMENT
- 3.11 GRIEVANCE PROCEDURE
- 3.12 MINIMUM CALL OUT

PART 4 HOURS OF WORK, OVERTIME

- 4.1 HOURS OF WORK
- 4.2 OVERTIME



PART 5 HOLIDAYS AND LEAVE

- 5.1 ANNUAL LEAVE
- 5.2 PUBLIC HOLIDAYS
- 5.3 SICK LEAVE
- 5.4 LONG SERVICE LEAVE
- 5.5 CARERS LEAVE
- 5.6 BEREAVEMENT LEAVE
- 5.7 PARENTAL LEAVE
- 5.8 JURY LEAVE
- 5.9 SPECIAL LEAVE
- 5.10 MILITARY LEAVE

PART 6 TRAINING AND PROFESSIONAL DEVELOPMENT

- 6.1 INDUCTION TRAINING
- 6.2 TRAINING AND PROFESSIONAL DEVELOPMENT
- 6.3 HIGHER DUTIES

PART 7 MISCELLANEOUS PROVISIONS

- 7.1 UNIFORMS
- 7.2 SAVING OF RIGHTS
- 7.3 DECLARATION
- 7.4 INCIDENTAL AND PERIPHERAL TASKS; STAFFING LEVELS
- 7.5 CO-OPERATION AND COMMITMENT TO PRODUCTIVITY
IMPROVEMENT
- 7.6 AGREEMENT TO STAND ALONE
- 7.7 NO EXTRA CLAIMS



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 Non-Custodial - Enterprise Agreement.

1.3 Parties Bound

This agreement is between Australasian Correctional Management Pty Limited and The Australian Liquor Hospitality and Miscellaneous Union NSW Branch herein after referred to as “the Union”. His agreement applies to Employees of Australasian Correctional Management Pty Limited employed at the Junee Correctional Centre in the classifications contained in this agreement.



1.4 Date of Operation

This Agreement shall operate from the **insert date of registration** and shall remain in force until **21 December 2001** 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 previous agreement, June Correctional Centre – Non Custodial Administration Enterprise Agreement which was registered on 17 May 1996. It is in place of Canteen & Worker's (State) Award; Clerical and Administrative Employees (State) Award; and Miscellaneous Worker's General Services (State) Award.

1.7 Duress

This Agreement was not entered into under duress by any party to the agreement.

PART 2. DEFINITIONS

2.1 "Employee" shall mean a Non Custodial employee subject to this Agreement who carries out duties associated with the provision of any and all employment services within the Centre as set out in Clause 1.3.

2.2 "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.



- 2.3** "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.
- 2.4** "Probationary Employee" shall mean an employee who has:
- completed his or her required training, if any
 - has been authorised to begin duties as an employee of the Centre, and
 - is within his or her first three months of employment with ACM, commencing with the assumption of such duties.
- 2.5** "Employer" shall mean Australasian Correctional Management Pty Limited (ACM).



PART 3. WAGES, TERMS AND CONDITIONS OF EMPLOYMENT

3.1 Salary Rates

The classifications, positions and wages covered by this agreement shall be set out as followed:

Title	Annual Salary 21/12/98
Administration	
ASO – Mail	24205
ASO – Switchboard Operator	24205
Canteen Officer	27501
ASO - Relief Officer	27810
Tool Clerks	27295
ASO – Industries	28840
ASO – Programs	28840
ASO – Medical	28840
ASO – Ward Clerk	26780
ASO – Accounts	28325
ASO – Records	28325
ASO – Administration	27295
Grounds keeper	32445
ASO – Roster	29870
Bookkeeper	33990
Food Services	
Cooks - full time rates	29615

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 annualised pay system, weekend penalties, shift allowances and annual leave loadings, where applicable, are not shown separately but form a part of the respective overall pay rate set out 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 two (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, a day off in lieu thereof shall be as mutually arranged.

3.4.4 Any shift changes will be at the discretion of management, such changes 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 employee's 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 paid 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.

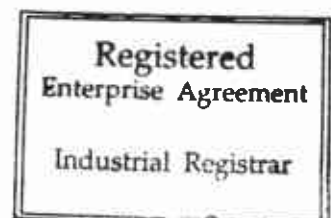
Rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.

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 prescribed by this Agreement calculated in accordance with the proportion of full time employees hours so worked.

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 20%; such rates are inclusive of all required statutory payments in lieu of annual leave and sick leave.

3.9 Travelling Time and Expenses

3.9.1 Employees travelling under the instructions of ACM shall be deemed to be working while travelling if they are 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 his or her 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 obtains permission to use his or her own vehicle, that employee shall be paid for each kilometre at the rate prescribed from time to time by the Commissioner of Taxation.

3.9.6 When an employee is required to attend courses away from Junee Correctional Centre, that employee will be refunded reasonable expenses incurred for lunch, with a maximum amount of \$10 payable.

3.10 Redundancy and Termination of Employment

(i) Application -

- (a) This clause shall apply in respect of full-time and part-time employees.
- (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- (c) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (d) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal including 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 or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(ii) Introduction of Change -

(a) Employers duty to notify -

(1) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.

(2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(b) Employers duty to discuss change -

(1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

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- (2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph (a) of this subclause.
- (3) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iii) Redundancy -

(a) Discussions before terminations:

- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to subparagraph (1) of paragraph (a) of subclause (ii) above, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (1) of this paragraph and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.

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- (3) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, 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 any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

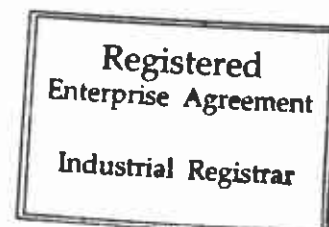
(iv) Termination of Employment -

- (a) Notice for Changes in Production, Programme, Organisation or Structure - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "programme", "organisation" or "structure" in accordance with subclause (ii)(a)(1) above.

- (1) In order to terminate the employment of an employee the employer shall give to 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

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional weeks notice.
- (3) Payment in lieu of the notice above 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.

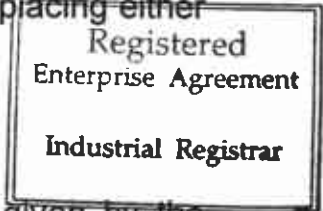


(b) Notice for Technological Change - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with subclause (ii)(a)(1) above:

(1) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.

(2) Payment in lieu of the notice above 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.

(3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the Long Service Leave Act 1955, the Annual Holidays Act 1944, or any Act amending or replacing either of these Acts.



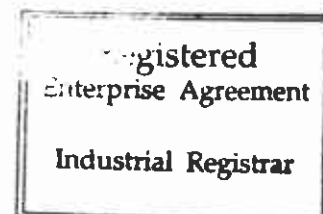
(c) Time off during the notice period -

(1) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

(2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(d) Employee leaving during the notice period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

- (e) **Statement of employment** - The employer 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 the employee's employment and the classification of or the type of work performed by the employee.
- (f) **Notice to Commonwealth Employment Service** - Where a decision has been made to terminate employees, the employer shall notify the Commonwealth Employment Service thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (g) **Department of Social Security Employment Separation Certificate** - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.
- (h) **Transfer to lower paid duties** - Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii) above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.
- (v) **Severance Pay** -
 - (a) Where the employment of an employee is to be terminated pursuant to subclause (iv) above, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:



- (c) Alternative Employment - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) above if the employer obtains acceptable alternative employment for an employee.

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3.11 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:

- 3.11.1 A committee comprising four (4) staff members and the Human Resource Manager will be put in place to help hear disputes in the first instance.
- 3.11.2 Any grievance or potential industrial dispute shall be discussed in the first instance by the employee(s) and/or the grievance committee and the immediate supervisor and/or Department Manager.
- 3.11.3 If unable to be resolved at that level the matter(s) shall be referred to the General Manager within two (2) working days for decision.
- 3.11.4 If, within two (2) working days the matter(s) is/are not able to be resolved, then a meeting will take place as soon as possible with the General Manager, employees representatives, and the GM Finance and Administration of ACM or his/her designee.
- 3.11.5 If there is no resolution then the NSW Industrial Relations Commission will be notified.
- 3.11.6 The Employees undertake that no industrial action will be taken while the steps in the procedure are being followed and both parties will comply with orders/recommendations of the Industrial Relations Commission.
- 3.11.7 The employee may be represented during this process by a union official or an independent person of their choice.

3.12 Minimum Call Out

Any employee who is recalled by the Company from home to work to work after completing a full shift, or is on leave or off duty shall receive a minimum of four hours pay at the rate of time and one half, with the exception of Public Holidays which will be at double time and one half.

PART 4. HOURS OF WORK, OVERTIME

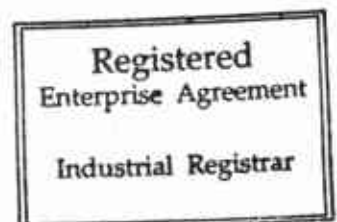
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4.1 Hours of Work

- 4.1.1 The regular hours worked by an Employee shall not exceed 40 hours per week averaged over a fifty two (52) week period.
- 4.1.2 Ordinarily, hours of work shall not exceed eight (8) hours in any one day, or forty (40) hours in any one week, Monday to Sunday inclusive, and shall be worked continuously, except for paid meal breaks and rest pauses. Employees may arrange with their Department Manager to work up time in advance to enable them to attend to personal business if required. The number of hours to be "banked" will not exceed two (2) working days.
- 4.1.3 If the ordinary working hours of employees include shift work, they shall be worked in accordance with a roster established by ACM
- 4.1.4 For those Employees engaged in shift work, the roster shall allow each Employee two whole consecutive days off in each week, provided that in lieu of two whole days off in each week, an Employee may be allowed in each fortnightly period either one day off in one week and three consecutive days off in the other week or four consecutive days off, and provided further that two consecutive days off, one at the end of one week and the one at the beginning of the following week, may be counted as meeting the requirements of this clause. Unless otherwise agreed, an Employee engaged in shift work shall not be required to work more than seven (7) shifts on consecutive days in any fortnightly period.

Employees engaged in non-shift work may, on occasion, be required to work on a Saturday or Sunday. In such case, the Employee shall be granted a compensatory day off in either the week preceding or following the week in which such Saturday or Sunday work is performed.

- 4.1.5 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.
- 4.1.6 Employees shall start and cease duty at the Junee Correctional Centre or as otherwise designated by the General Manager, provided that where there is a requirement for Employees to work away from the Centre they may start and cease work at such locations. Employees shall receive advance notification of a requirement to start and cease away from the Centre and the period of time during which such Employees are required to do so shall be stipulated.
- 4.1.7 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 directed 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 four (4) hours or shall be given equal additional time off within the following ten (10) days, at ACM's discretion.



4.2 Overtime

- 4.2.1 Subject to the provisions of clauses 4.1.1, 4.1.2 and 4.1.3, all time worked by full time employees (other than casuals or part timers) in excess of ordinary hours of duty shall be paid for at the rate of time and one half. All work performed by a casual or part time employee in excess of a full shift in any one day or 40 hours in any one week period shall be paid for at the rate of time and one half. Overtime may be taken as time in lieu at time and one half 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.
- 4.2.2 Meal Allowance on Overtime - An employee required to continue working for more than two (2) hours after the cessation of ordinary duty shall be provided with a meal by the Employer or be paid an allowance of \$6.95 if a meal cannot be provided.

PART 5. HOLIDAYS AND LEAVE

5.1 Annual Leave

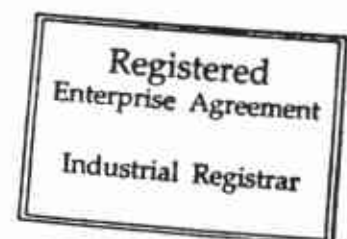
- 5.1.1 After completion of one year's service, Employees, other than Food Services employees, shall be entitled to four (4) weeks annual leave in accordance with the provisions of the NSW Annual Holiday Act 1944. Food Services employees shall be entitled to five (5) weeks annual leave.
- 5.1.2 Employees will be allowed to access pro-rata annual leave as required after the first year of service.
- 5.1.3 An employee shall be able to apply for annual leave not less than 6 months before the employee wishes to take such leave. Provided further that up to five days annual leave may be taken as single day absences where the employee has provided 48 hours notice as required or a lesser period of notice if agreed to by the employer.

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A minimum of two weeks annual leave may be accrued at the request of the employee or any other amount with the consent of the employer.

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 public holidays referred to in Clause 5.2.1 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 each year of employment with ACM, every permanent employee shall be entitled to (10) days sick leave.
- 5.3.2 Employees who take sick leave on either Saturday, Sunday or public holidays or a day immediately preceding or succeeding a public holiday or rostered day off shall be required to produce a medical certificate and/or personal declaration for such period of absence.
- 5.3.3 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 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.

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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 Carers Leave

Personal/Carer's Leave

(i) **Use of Sick Leave -**

(a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in (c)(2) who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for at clause 22, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

(b) The employee shall, if required, establish, by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

(c) The entitlement to use sick leave in accordance with this subclause is subject to:

(1) the employee being responsible for the care and support of the person concerned; and

(2) the person concerned being:

(i) a spouse of the employee; or



- (ii) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person;
- or
- (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household where, for the purposes of this paragraph:
- (a) "relative" means a person related by blood, marriage or affinity;
- (b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
- (c) "household" means a family group living in the same domestic dwelling.
- (d) An 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 absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.



- (ii) Unpaid Leave for Family Purpose - An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in (i)(c)(2) above who is ill.

- (iii) Annual Leave -
 - (a) An employee may elect with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (a) above, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
 - (iv) Time Off in Lieu of Payment for Overtime - See clause 13, time off in Lieu of Payment for Overtime.
 - (v) Make-up Time -
 - (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off during ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.



- (vi) Rostered Days Off -
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (c) Where the employer and employee agree, rostered days off may be accumulated which occur as a result of employees working in accordance with the provisions of this subclause. These accumulated days may be taken at any time mutually agreed between the employer and the employee.

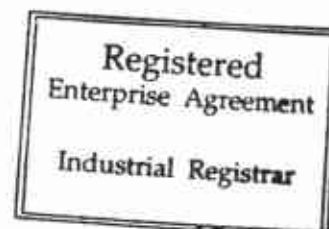
An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at time mutually agreed between the employer and employee or subject to reasonable notice by the employee or the employer.

- (d) This subclause is subject to the employer informing the union if it has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union to participate in negotiations.

5.6 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.



5.7 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.

5.8 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.

5.9 Special Leave

When an employee completes six (6) months continuous service without taking sick leave as per Clause 5.3, the Company will approve one (1) days special leave to be taken with mutual concurrence of the Department Manager. This leave does not accumulate and must be taken within three months of the date of entitlement.

5.10 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.

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PART 6. TRAINING AND PROFESSIONAL DEVELOPMENT

6.1 Induction Clause

All new Employees will receive induction training as per Company Policies.

6.2 Training and Professional Development

6.2.1 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 by way of annual refresher training in Security Awareness and other necessary skills pertaining to their immediate position.

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

6.2.3 The Company recognises that some employees may seek to undertake external courses of their own volition. Where an employee does this and provided they do not attend any external training courses funded by the Company during a twelve month period, then the Company may consider the reimbursement of fees up to \$300.00 in any one year.

6.3 Higher Duties

6.3.1 An employee who is required to perform the duties of another employee in a higher classification for any seven consecutive working days or more shall be paid for the days on which those duties are performed at a rate not less than the minimum rate prescribed for the higher classification.

6.3.2 An employee required to perform the work of another employee shall not suffer any reduction in their wage

6.3.3 The higher duties allowance shall be deemed to be the employees ordinary rate of pay for all purposes whilst acting in the higher classification.

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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. If an employee should lose any item uniform issue, they will be responsible for replacement of same. Employees shall upon cessation of employment be required to return all uniforms 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:

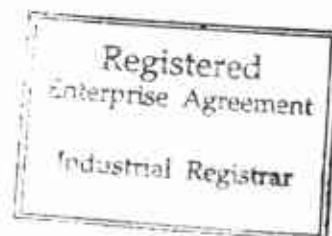
- (a) is not contrary to the public interest
- (b) is not unfair, harsh or unconscionable
- (c) was not entered into under duress
- (d) is in the interests of the parties

7.4 Incidental and Peripheral Tasks; Staffing Levels

7.4.1 ACM may direct an Employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.

7.4.2 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)

7.4.3 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.



7.4.4 Due to the nature of the industry and the requirements of security, the establishment of staffing levels and employee assignments shall be determined by ACM and shall not be subject to dispute under the dispute/grievance procedure set forth in Clause. Nothing herein, however, shall preclude discussion of such matters by ACM and the Employees.

7.5 Cooperation 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 leading to accreditation by National Safety Council of Australia, ISO, or agreed relevant equivalent.

7.6 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.

7.7 No Extra Claims

Except for wage increase and condition of employment claims which may be made by the employees and Union concerning any matter identified in Leave Reserved, the Union and employees party to this Award undertake not to pursue any further claims for wage increases or improvements in conditions of employment whether award or overaward during the nominal life of this Agreement including but not limited to any increases in terms and conditions made available under any State Wage Case Decision.

Note: leave reserved includes 12 hour shifts, for Food Services Employees which will include the establishment of a working party.



Signed for and on behalf of)
Australasian Correctional)
Management Pty Limited)

Don Keens

Don Keens
Managing Director

27th/99.

DATE

In the presence of:

Debra Diplock
(PRINT WITNESS NAME)

D Diplock
(WITNESS SIGNATURE)

27-4-99

DATE

Signed for and on behalf of)
The NSW Branch)
LH&MW Union)

[Signature]

Secretary – NSW LH&MW Union

4.5.99

DATE

In presence of:

WILMA LAW
(PRINT WITNESS NAME)

W. E. Law JP
(WITNESS SIGNATURE)

4.5.99

DATE

