

ENTERPRISE AGREEMENT

NO: E.A. 115 /1993

DATE REGISTERED: 29.7.93

PRICE: \$ 36.00

**AUSTRALASIAN CORRECTIONAL MANAGEMENT PTY LIMITED**

**AND**

**JUNEE CORRECTIONAL CENTRE  
NON-CUSTODIAL EMPLOYEES**

**ENTERPRISE AGREEMENT**

**THIS AGREEMENT**, made pursuant to the New South Wales Industrial Relations Act 1991 in accordance with the provisions of Section 115-142 of the said Act, is entered into this 1st day of April, 1993, between Australasian Correctional Management Pty Limited, located at St Martin's Tower, Level 13, 31 Market Street, Sydney 2000 NSW (hereinafter referred to as "ACM") and the undersigned non-custodial employee of the Junee Correctional Centre (hereinafter referred to as "the Employee").

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## **PART 1. PRELIMINARY**

### **1.1 Title**

This Agreement shall be known as the Junee Correctional Centre Non-Custodial Employees Enterprise Agreement.

### **1.2 Agreement Coverage**

This Agreement shall be binding on ACM and the Employees covered under Clause 3.1 in connection with or incidental to the provision of correctional management services at the Junee Correctional Centre.

### **1.3 Date of Operation**

This Agreement shall operate from the date of registration and shall remain in force for a period of eighteen (18) months unless varied or terminated earlier by the provisions provided by the New South Wales Industrial Relations Act 1991.

### **1.4 Agreement Posting**

A true copy of this Agreement shall be exhibited in a conspicuous and convenient place of the premises of ACM so as to be easily read by Employees.

### **1.5 Awards Replacement**

This Agreement replaces the following New South Wales Awards

- i Clerks (State)
- ii Nurses &c, Other Than in Hospitals etc (State)
- iii Storemen and Packers-General (State)
- iv Canteen &c, Workers (State)
- v Teachers (Non-Government Business Colleges) (State)
- vi Miscellaneous Workers'-General Services (State)
- vii Landscape Gardeners, &c. (State)

1.6 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 an employee subject to this Agreement who has successfully completed the required training curriculum, if any, and who, without limitation, carries out duties associated with the provision of any and all employment services within the Centre as set forth herein.

2.1.2 "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 six months of employment with ACM, commencing with the assumption of such duties.

2.1.3 "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 take time off for Annual Leave or Sick Leave but are entitled to Long Service Leave calculated in accordance with applicable provisions of law.

2.1.4 "Part Time Employee" shall mean an employee, engaged as such, to work between 16 and 40 ordinary 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.

2.1.5 "Employer" shall mean Australasian Correctional Management Pty Limited (ACM).

*13910*  
*[Handwritten signatures and initials on the left margin]*

*[Handwritten signatures and initials on the right margin]*  
S. Fuller  
K. Doherty  
C. Green  
C.L. Collins  
M. J. Nobson  
J.M. Cormack  
4  
[Other illegible signatures]

**PART 3. WAGES, TERMS AND CONDITIONS OF EMPLOYMENT**

**3.1 Covered Positions and Wages**

The classifications, positions and respective wage rates of Employees covered by this Agreement shall be as set out hereunder:

<b>EXECUTIVE/ADMINISTRATIVE</b>	<b>Annual Salary</b>
Administrative Secretary	\$ 21,000
Switchboard Receptionist	\$ 21,000
Bookkeeper	\$ 27,000
Accounts Clerk	\$ 21,000
Mailroom Clerk	\$ 21,000
Payroll Clerk	\$ 25,000
Records/Programmes Clerk	\$ 21,000
Canteen Clerk	\$ 21,000
Roster Clerk	\$ 21,000
Cooks	\$ 22,500

**HEALTH SERVICES**

Registered Nurse	\$ 39,000
Clerk/Secretary	\$ 21,000

**PROGRAMMES**

Programmes Secretary	\$ 21,000
Counsellor	\$ 30,750
Instructor	\$ 30,000
Recreation Specialist	\$ 27,500

**INDUSTRIES/MAINTENANCE**

Industries Secretary	\$ 21,000
Maintenance Technician	\$ 27,500
Groundskeeper	\$ 25,000
Cleaner	\$ 18,000

The minimum weekly rate of pay for ordinary hours worked by each classification shall be such that no employee will receive less in weekly aggregate than that provided in the Award for rosters worked.

*[Handwritten signatures and initials on the left side of the page, including names like L. Irvine, A. H., R. Clark, D., L. D. Thom, O. Moore, M. Lumbard, L. J. P. G. P., J. Miller, Leigh Wommes, S. Fullin, Jason Byrne, P. O. H., and B. Horn.]*

*[Handwritten signatures and initials on the right side of the page, including names like L. Planell, Debbie A. Scaddi, C. L. Collier, J. Green, M. Williams, and Novelle J. Hobbs.]*

*[Handwritten signatures and initials at the bottom of the page, including names like M. Peay, S. Fuller, Geoffrey Beer, M. Peay, J. Green, M. Williams, S. Perts, and B. Horn.]*

It is ACM practice to review Employees' wage rates annually. Adjustments, if any, will be made based upon the Employee's performance, achievement of established objectives, company financial condition and cost of living indicators.

Any positions not set forth above are excluded from coverage hereunder. ACM reserves the right to contract out the services represented by the positions listed above to independent contractors.

### **3.2 Payment of Wages**

Wages shall be paid on a fortnightly basis by way of Electronic Funds Transfer into a nominated bank, cheque or cash at the discretion of ACM. In the event of payment by cheque, ACM 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 loadings, where applicable, are not shown separately but form part of the respective overall pay rate set forth in Clause 3.1.

### **3.4 Equitable Rosters**

ACM agrees to roster weekend and shift-work employees, insofar as is possible consistent with sound operational practice, in such a manner as to schedule all affected employees to work on an approximately equal number of weekend and evening/night shifts per year.

### **3.5 Meal Breaks, Rest Pauses**

3.5.1 All employees required to work a shift of more than four (4) hours shall be allowed a paid 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) nor later than six (6) hours after the commencement of work.

3.5.2 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.

### **3.6 Part Time Employees, Casuals**

#### **3.6.1 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 entitled to pro rata annual, sick and long service leave entitlements, prescribed by this Agreement, calculated in accordance with the proportion of full time employees' hours they so work.

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



### **3.6.2 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 set forth in Clause 3.1 by 2080, with an addition of 15.0%; such rates are inclusive of all required statutory payments in lieu of annual leave.

### **3.7 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, or as otherwise agreed.

### **3.8 Travelling Time and Expenses**

3.8.1 Employees travelling under the instructions of ACM shall be deemed to be working while so travelling so far as they may be travelling during ordinary hours of duty.

3.8.2 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.

3.8.3 An employee who is required by ACM, within regular working hours, to travel in excess of ten kilometres from the location where he or she is usually employed, shall be allowed reasonable return fares.

3.8.4 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 the provisions of the Employee Handbook.

3.8.5 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.

### **3.9 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 uniform shall be made on the basis of fair wear and tear. Employees shall upon cessation of employment be required to return all uniforms issued to them.

### **3.10 Termination of Employment**

3.10.1 Except in the case of probationary employees, one week's 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 week's termination of employment notice cannot be counted as annual leave or part thereof.

3.10.2 In the case of a Probationary Employee either party may terminate employment by giving not less than two (2) days' prior written notice.

## **PART 4. HOURS OF WORK, OVERTIME**

### **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.

4.1.3 The ordinary working hours of employees shall be worked in accordance with a roster established by ACM. A copy of this roster shall be posted in a conspicuous place accessible to Employees.

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 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.

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.

4.1.4 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 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.

4.1.5 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 a half with minimum payment of three (3) hours or shall be given equal additional time off within the following ten days, at ACM's discretion.

## **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 the rate of time and one half.

Meal Allowance on Overtime - An Employee required to continue working for more than four hours after the cessation of ordinary duty shall be provided with a reasonable meal by ACM or 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 a half for such duty.

## **PART 5. HOLIDAYS AND LEAVE**

### **5.1 Annual Leave**

After completion of one year's service, Employees shall be entitled to four (4) weeks annual leave in accordance with the provisions of the Annual Holiday Act 1944.

## **5.2 Public Holidays**

5.2.1 Days proclaimed as Public Holidays for the state of New South Wales shall be Public Holidays hereunder. The days currently observed are: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Labour Day, Christmas Day, and Boxing Day, and such other day(s) as are 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 a half.

5.2.3 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 regular rate of pay for the work performed on that holiday and have one extra day added to his or her annual leave. Any employee who wishes to have this extra day added to his or her Annual Leave shall advise ACM in writing not less than 21 days before the aforesaid holiday.

## **5.3 Sick Leave**

5.3.1 During each year of employment with the Employer, every employee other than a casual employee shall be entitled to not less than eight (8) days' sick leave per year.

5.3.2 Subject to the provisions of Clauses 5.3.3 and 5.3.4, 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 ACM's satisfaction) 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.

5.3.3 Sick leave shall be cumulative, but unless ACM and the employee otherwise agree, no employee shall be entitled to receive, and ACM shall not be bound to make, payment for more than thirteen weeks' absence from work through illness in any one year.

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 ACM;

(b) the Employee having been dismissed or stood down by ACM, or the Employee having himself terminated his employment with ACM for any period not exceeding three months; provided that the employee shall have been re-employed by ACM.

5.3.5 The period during which the employment of the Employee with ACM 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 ACM.

5.3.6 Where ACM has a concern over a pattern of regular absences then ACM shall have the right to refer the Employee involved to the Centre's Medical Officer and/or to require medical certificates per Clause 5.3.2 for any further absences of any length.

#### **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, on the death within Australia of a wife, husband, mother, father, mother-in-law, father-in-law, brother, sister, child or step-child, or such other close relative as ACM may approve, shall 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 ACM may approve.

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

## **5.6 Parental Leave**

Employees shall be entitled to unpaid parental leave in accordance with Chapter 2, Division 3, of the New South Wales Industrial Relations Act 1991.

## **5.7 Jury Leave**

An Employee shall be allowed leave of absence 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 ACM proof of jury service fees received and proof of the requirement to attend and attendance on jury service and shall give ACM notice of such requirement as soon as practicable after receiving notification to attend for jury service.

## **PART 6. MISCELLANEOUS PROVISIONS**

### **6.1 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.

In conjunction with the proposed new Agreement structure the parties are prepared to discuss all matters raised which are designed to increase flexibility; provided that the changes will not be of a negative cost cutting nature, the parties agree that under this heading any agreement matter can be raised for discussion.

### **6.2 Incidental and Peripheral Tasks; Staffing Levels**

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

6.2.2 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).

6.2.3 Any direction issued by ACM pursuant to Clauses 6.2.1 and 6.2.2 shall be consistent with ACM's responsibilities to provide a safe and healthy working environment.

6.2.4 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 6.5. Nothing herein, however, shall preclude discussion of such matters by ACM and the Employees.

### **6.3 Commitment to Training and Careers**

The parties commit themselves to continuing and upgrading the training provided to employees. It is agreed that the parties will co-operate in ensuring that such training is maintained and improved.

### **6.4 Cooperation**

The parties to this Agreement are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the enterprise covered by this Agreement and to enhance the career opportunities and job security of Employees in such enterprise.



## **6.5 Dispute/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:

6.5.1 Any grievance or potential industrial dispute shall be discussed in the first instance by the Employee(s) and the immediate supervisor.

6.5.2 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.

6.5.3 If unable to be resolved at that level the matter(s) shall be referred to the Governor within 48 hours for decision.

6.5.4 If the matter(s) is not able to be resolved then a meeting will take place as soon as possible with the Governor, the Employee(s), and the Chief Executive Officer of ACM or his/her designee.

6.5.5 If there is no resolution then the NSW Industrial Relations Commission will be notified.

6.5.6 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.

## **6.6 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.

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

  
\_\_\_\_\_  
WAYNE H CALABRESE  
Chief Executive Officer

1 APRIL 93  
Date

In the presence of:

DEBRA DIPLOCK  
(Print Witness Name)

  
\_\_\_\_\_  
(Witness Signature)

1 APRIL 93  
Date

Signed for and on behalf of )  
**Employees Covered by the** )  
**Agreement.** )

Signatures of employees, party to this agreement, are attached hereto.

## NON-CUSTODIAL EMPLOYEES

SURNAME	FIRST NAME	SIGNATURE
✓ BER	Geoffrey	<i>Geoffrey</i>
✓ BIRD	Tony	<i>Tony Bird</i>
✓ BYRNE	Jason	<i>Jason Byrne</i>
✓ CARROLL	Catherine	<i>C. Carroll</i>
✓ CLARKE	Peter	<i>P. Clarke</i>
✓ CLEMENTS	Judith	<i>J. Clements</i>
✓ COLLINS	Christine	<i>C. Collins</i>
✓ COOK	Mark	<i>Mark Cook</i>
✓ DRUITT	Patricia	<i>P. Drutt</i>
✓ FULLER	Sandra	<i>S. Fuller</i>
✓ GREEN	Cheryl	<i>C. Green</i>
✓ HARRIS	Suzanne	<i>S. Harris</i>
✓ HART	Adrian	<i>A. Hart</i>
✓ HEFFERNAN	Rebecca	<i>R. Heffernan</i>
✓ HOARE	Brett	<i>B. Hoare</i>
✓ HOBSON	Narelle	<i>Narelle Hobson</i>
✓ IRVINE	Lana	<i>L. Irvine</i>
✓ JOHNSON	Errol	<i>E. Johnson</i>
✓ KNOWLES	Dina	<i>D. Knowles</i>
✓ LANG	Rodney	<i>R. V. Lang</i>
✓ CLEMENTS	Judith	<i>J. Clements</i>
✓ MCCARTHY	Joan	<i>J. McCarthy</i>
✓ MCCORMACK	Joanne	<i>J. McCormack</i>
✓ MCDONALD	Warren	<i>W. McDonald</i>
✓ MILLER	Raelee	<i>R. Miller</i>
✓ MOORE	Anne-Maree	<i>A. Moore</i>
✓ MOORE	Sandra	<i>S. Moore</i>
✓ MUNRO	Sarah	<i>S. Munro</i>
✓ O'DONNELL	Annette	<i>A. O'Donnell</i>
✓ PARKER	Kenneth	<i>K. Parker</i>
✓ PAYNTER	Maureen	<i>M. Paynter</i>
✓ PEISTO	Susan	<i>S. Peisto</i>
✓ PLATT	Janette	<i>J. Platt</i>
✓ REDFERN	Robyn	<i>R. Redfern</i>
✓ ROOM	Catherine	<i>Catherine M. Room</i>
✓ SADLER	Vanessa	<i>V. Sadler</i>
✓ SCADDEN	Debbie	<i>D. Scadden</i>
✓ SPARGO	Ingrid	<i>I. Spargo</i>
✓ SPLITT	Peter	<i>P. Splitt</i>
✓ THOM	Lynne	<i>L. Thom</i>
✓ THOMAS	Christopher	<i>C. Thomas</i>
✓ VICARY	Sandra	<i>S. Vicary</i>
✓ VOURCS	Kym	<i>K. Vourcs</i>
✓ WILLIAMS	Michelle	<i>M. Williams</i>
✓ WILSON	James	<i>J. Wilson</i>
✓ WORNES	Leigh	<i>Leigh Wornes</i>