

# ENTERPRISE AGREEMENT

NO: E.A. 49 /1993

DATE REGISTERED: 30-3-93

PRICE: \$ 36-00

**AUSTRALASIAN CORRECTIONAL MANAGEMENT PTY LIMITED**

**AND**

**THE FEDERATED MISCELLANEOUS WORKERS' UNION OF  
AUSTRALIA, NEW SOUTH WALES BRANCH, INDUSTRIAL  
ORGANISATION OF EMPLOYEES**

**(No.            of 1993)**

**JUNEE CORRECTIONAL CENTRE - CORRECTIONAL OFFICERS -**

**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 \_\_\_\_ day of February, 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 "the Employer") and The Federated Miscellaneous Workers' Union of Australia, New South Wales Branch, Industrial Organisation of Employees, located at Level 7, 187 Thomas Street, Sydney 2000 NSW (hereinafter referred to as "the Union").

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## **PART 1. PRELIMINARY**

### **1.1 Title**

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

### **1.2 Agreement Coverage**

This Agreement shall be binding on the Employer, the employees covered under Clause 3.1, below, and the Union 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 one (1) year 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 the Employer so as to be easily read by employees.

### **1.5 Duress**

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

## **PART 2. DEFINITIONS**

## 2.1 Definitions

2.1.1 "Correctional Officer" shall mean an employee subject to this Agreement who has successfully completed the required correctional officer training curriculum approved by the New South Wales Department of Corrective Services and who, without limitation, carries out duties associated with the provision of any and all custodial correctional services within the Centre.

2.1.2 "Senior Correctional Officer" shall mean an employee who performs the duties of a Correctional Officer and is appointed to this position at the Employer's discretion based upon a demonstration by the employee that he or she has sufficient experience and/or knowledge to warrant such appointment.

2.1.3 "Trainee Correctional Officer" shall mean an employee who is engaged as such for such period of time as is necessary to complete his or her correctional training, as referred to in Section 2.1.1, above.

2.1.4 "Probationary Correctional Officer" shall mean an employee who has completed his or her correctional training, has been authorised to begin duties as a correctional officer, and is within his or her first six months of employment with the Employer, commencing with the assumption of such duties.

2.1.5 "Casual Correctional Officer" shall mean a correctional officer engaged by the hour and who works less than 40 hours per week, including paid meal breaks. Casual correctional officers 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.

2.1.6 "Part Time Correctional Officer" shall mean a correctional officer, engaged as such, to work between 16 and 40 ordinary hours in any one week, including paid meal breaks.

2.1.7 "Union" means The Federated Miscellaneous Workers' Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

2.1.8 "Employer" means Australasian Correctional Management Pty Limited.

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

### **3.1 Covered Positions and Wages**

The classifications, positions and wages of employees covered by this Agreement shall be as set out hereunder:

<u>Classification/Position</u>	<u>Per Annum</u>
Trainee Correctional Officer	\$16,000
Correctional Officer	\$28,625
Senior Correctional Officer	\$30,750

Any positions not set forth above are excluded from coverage hereunder.

### **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 Preshift Briefing**

Where the Employer requires that an employee report to the muster room for briefing and the transfer of equipment prior to the commencement of his or her shift, such briefing will be carried out at no extra cost to the Employer provided the briefing time does not exceed 15 minutes. If the Employer requests the employee to report to the muster room for briefing more than 15 minutes prior to the commencement of the employee's shift, the employee shall be entitled to overtime pay for such excess time.

### **3.4 Weekend Work, Shift Allowance, Annual Leave Loading**

As a result of using the average pay system, weekend penalties, shift allowances and annual leave loadings are not shown separately but form part of the overall pay rates.

### **3.5 Equitable Rosters**

The Employer 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.

### **3.6 Meal Breaks, Rest Pauses**

3.6.1 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. Employees may be required by the Employer to take meal breaks at their posts; in such case, affected employees shall be provided with a meal by the Employer at the Employer's cost. All other employees shall provide their own meals or may eat an Employer provided meal at a cost of \$2.00 per meal.

3.6.2 All full-time employees shall be entitled to a rest pause of ten (10) minutes' duration in the Employer's time 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 in the Employer's time; 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 Employer's time 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, Casuals**

#### **3.7.1 Part Time Employees**

Part time employees shall be paid an hourly rate of \$13.76 for work performed as a Correctional Officer and an hourly rate of \$14.78 for work performed as a Senior Correctional Officer.

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.

#### **3.7.2 Casual Employees**

Casual employees shall be paid an hourly rate of \$15.82 for work performed as a Correctional Officer and an hourly rate of \$17.00 for work performed as a Senior Correctional Officer; such rates are inclusive of all required statutory payments in lieu of annual leave.

### **3.8 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.

### 3.9 Travelling Time and Expenses

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

3.9.2 All reasonable fares incurred by an employee whilst travelling on the Employer's business shall be paid by the Employer. 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 the Employer, within his ordinary working hours, to travel in excess of ten kilometres from the location where he is usually employed, shall be allowed reasonable return fares.

3.9.4 If an employee is required, in the course of his work, to remain away from home overnight, he shall be reimbursed by the Employer for all reasonable expenses actually incurred in obtaining board and accommodation, in accordance with the provisions of the Employee Handbook.

3.9.5 A permanent employee who is required by the Employer 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.

### **3.10 Uniforms**

Where employees are required to wear a uniform, a uniform issue of two pairs of long trousers and one pair of shorts, two long sleeve shirts and two short sleeve shirts, one jacket, a hat, belt and two ties shall be provided upon commencing employment. All issues shall at all times remain the property of the Employer.

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.

### **3.11 Termination of Employment**

3.11.1 Except in the case of trainee and 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.

3.11.2 In the case of a Trainee or 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 Unless otherwise agreed pursuant to Clause 4.1.2, ordinary hours of work, including paid meal breaks, 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.

4.1.2 By mutual agreement between the parties, ordinary hours of work of other than eight (8) hours per day (not to exceed 12 hours per shift), including paid meal breaks, may be worked with a maximum of eighty (80) ordinary hours over a two (2) week period.

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

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 shall not be required to work more than seven (7) shifts on consecutive days in any fortnightly period.

It is agreed that in emergency circumstances, employees may be required to temporarily work additional and/or altered shifts subject to the provisions of Clause 4.2 of this Agreement.

Provided further that any such alteration may, by mutual agreement between the Employer, the employees and the Union, be made to operate for such period as they may determine.

4.1.4 Correctional officers shall start and cease duty in the muster room at the Juneau 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. Correctional officers 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 the Employer's discretion.

## **4.2 Overtime**

Subject to the provisions of clauses 3.3, 4.1.1, and 4.1.2, 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. Except as set forth in Clause 3.3, 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 the Employer 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**

Employees covered hereunder shall be entitled to annual leave in accordance with the provisions of the Annual Holiday Act 1944.

### **5.2 Public Holidays**

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

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 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 day's pay or the addition of an extra day to his or her annual leave entitlement.

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 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 the Employer in writing not less than 21 days before the aforesaid holiday.

### 5.3 Sick Leave

5.3.1 During the first year of employment with the Employer, every employee other than a casual employee shall be entitled to one day's sick leave for each six (6) weeks of employment. Beginning on the first anniversary of employment, and upon each succeeding anniversary thereafter, every employee other than a casual employee shall be entitled to not less than eight (8) days' sick leave for the year beginning on such anniversary date.

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 the satisfaction of the Employer) specifying the period or approximate period during which the employee will be unable to work, and subject to the Employer 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 the Employer and employee otherwise agree, no employee shall be entitled to receive, and the Employer 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 the Employer 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 terminated his employment with the Employer for any period not exceeding three months; provided that the employee shall have been re-employed by the Employer.

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.

5.3.6 Where the Employer has a concern over a pattern of regular absences then the Employer 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 shall 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 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, Division 3, of the New South Wales Industrial Relations Act 1991.

## 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.

## 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 The Employer 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 The Employer 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 the Employer pursuant to Clauses 6.2.1 and 6.2.2 shall be consistent with the Employer'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 the Employer and shall not be subject to dispute under the dispute/grievance procedure set forth in Clause 6.5, or by any other means. Nothing herein, however, shall preclude discussion of such matters by the Employer, the employees and/or the Union.

### **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 Enterprise Agreement are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industry covered by this Enterprise Agreement and to enhance the career opportunities and job security of employees in such industry.

### **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 Security 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/are not able to be resolved then a meeting will take place as soon as possible with the Governor, his/her advisers and the Secretary of the Union and his/her designees and/or advisers which may include the aggrieved member(s).

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

6.5.6 The Union undertakes that no Industrial Action will be taken while the steps in the procedure are being followed. Both parties agree to comply with orders/recommendations of the Industrial Relations Commission.

6.5.7 Nothing in this Agreement shall prohibit a member of the Union contacting the Union, provided such contact does not in any manner impair the efficient operation of the Centre.

## **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

25 FEB 93  
DATE

In the presence of:

DEBRA DIPLOCK  
(PRINT WITNESS NAME)

  
\_\_\_\_\_  
(WITNESS SIGNATURE)

25 FEB 93  
DATE

Signed for and on behalf of )  
The Federated Miscellaneous )  
Unions of Australia, )  
New South Wales Branch, )  
Union of Employees )

  
\_\_\_\_\_  
CHRIS RAPER  
Secretary

1.3.93  
DATE

In presence of:

CHERYL HYDE  
(PRINT WITNESS NAME)

  
\_\_\_\_\_  
(WITNESS SIGNATURE)

1.3.93  
DATE