

ENTERPRISE AGREEMENT

NO: E.A. 246 /1994

DATE REGISTERED: 20-7-94

PRICE: \$ 52-00

AUSTRALASIAN CORRECTIONAL MANAGEMENT PTY LIMITED

AND

**AUSTRALIAN LIQUOR, HOSPITALITY MISCELLANEOUS
WORKERS' UNION, NEW SOUTH WALES BRANCH, INDUSTRIAL
ORGANISATION OF EMPLOYEES**

(No. of 1994)

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 1 day of ^{June} ~~June~~, 1994, 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 Australian Liquor Hospitality and Miscellaneous Workers' Union, 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 two (2) years 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 "Trainee Correctional Officer" shall mean a person who meets the qualifications of the employer and/or the New South Wales Department of Corrective Services for employment as a Trainee Correctional Officer and who is directly employed by the employer for a period of not less than (6) weeks of pre-service training in custodial correctional services.

2.1.2 "Probationary Correctional Officer" shall mean a Trainee Correctional Officer or CES employee candidate who has successfully completed the employer's pre-service training and who is employed for a probationary period not exceeding 6 months to carry out the duties associated with the provision of custodial correctional services within the Centre. During the probationary period, performance will be continually monitored and any deficiency brought to the attention of the employee.

2.1.3 "Correctional Officer 1" shall mean an employee who has successfully completed service as a Probationary Correctional Officer and is appointed to carry out the duties associated with the provision of custodial correctional services for a period of not less than one (1) year. In the case of employees who upon engagement, hold acceptable qualifications or have suitable experience, the requirement to complete a probationary period may be waived, in whole or in part, at the discretion of the employer.

2.1.4 "Correctional Officer 2 " shall mean an employee who has successfully completed not less than one years' service as a Correctional Officer 1. If an employee's most recent performance evaluation is unsatisfactory for any reason, including pending disciplinary matters, he/she will not proceed automatically to Correctional Officer 2, until a satisfactory report is received. Employee's in this situation shall receive counselling and follow-up reports at 3 monthly intervals. Advancement from Correctional Officer 2 Year 1 to Correctional Officer 2 Year 2 shall occur after 12 months of employment at the Correctional Officer 2 Year 1 classification.

2.1.5 "Senior Correctional Officer " shall mean an employee who performs the duties of a Correctional Officer and is appointed to this position when the employer is satisfied that the employee has

had sufficient experience and meritorious service to warrant such appointment. These appointments will be made in accordance with The Employer's merit selection and equal employment opportunity policies. On-the-job induction training will be provided for employees upon appointment to this classification. Advancement from Senior Correctional Officer Year 1 to Senior Correctional Officer Year 2 shall occur after 12 months of employment at the Senior Officer Year 1 classification.

2.1.6 "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.

2.1.7 "Part Time Correctional Officer" shall mean a correctional officer, engaged as such, to work between 16 and 39 ordinary hours in any one week, including paid meal breaks.

2.1.8 "Union" means Australian Liquor Hospitality and Miscellaneous Workers' Union, New South Wales Branch, Industrial Organisation of Employees.

2.1.9 "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>Annual Salary</u>
Trainee Correctional Officer	\$16,000
Probationary Correctional Officer	\$23,000
Correctional Officer CO1	\$29,041
Correctional Officer CO 2 - Year 1	\$30,000
Correctional Officer CO2 - Year 2	\$31,000
Senior Correctional Officer - Year 1	\$32,000
Senior Correctional Officer - Year 2	\$33,250

Employees with 12 months or more service at 1 June 1994 engaged as Correctional Officers pursuant to Enterprise Agreement No. 49 of 1993 shall be reclassified and paid as Correctional Officer 2 - Year 1.

Employees engaged as Senior Correctional Officers pursuant to Enterprise Agreement No 49 of 1993 shall be reclassified and paid as Senior Correctional Officer-Year 1.

- × The salary levels listed above take effect on and from the date of registration. Employees covered by this agreement at the date of registration will be paid the rate of pay in accordance with the above rates on and from 1 June 1994 or the date of employment whichever is the latter.

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 the relevant classification prescribed by Clause 3.1 herein, based on a 40 hour week.

Such employees shall be entitled to prorata annual, sick and long service 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 the relevant classification prescribed by Clause 3.1 herein, based on a 40 hour week, with a 15% casual loading component.

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 or her work, to remain away from home overnight, he or she shall be reimbursed by the Employer for all reasonable expenses actually incurred in obtaining board and accommodation, such expenses will be made in accordance with the provisions of the Employee Handbook. A per diem meal allowance is payable in accordance with ACM Policy No. 2.1.2 "Expense Reimbursement". All meals in accordance with this Policy are payable in the following manner - \$10.00 for breakfast, \$10.00 for lunch and \$20.00 for dinner.

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. The per diem rate for meals, as prescribed above in Clause 3.9.4 may be payable.

3.9.6 An employee who is requested to perform his/her duty away from the facility, such as undertaking escorts, shall be entitled to a per diem meal allowance of \$10.00 for breakfast, \$10.00 for lunch and \$20.00 for dinner if they are on duty, away from the facility during meal times. For the purpose of this clause only, meal times are defined as:

Breakfast -	Between	6.00am and 8.00am
Lunch -	Between	12 noon and 3.00pm
Dinner -	After	6.00pm.

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, three long sleeve shirts and two short sleeve shirts, one jacket, a hat, belt, one pullover 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 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 Employee either party may terminate employment by giving not less than two (2) days' prior written notice.

3.11.3 A Probationary Employee may be terminated with one week's notice by either party.

3.12 Disciplinary Procedures

3.12.1 General Principles

(a) The following progressive disciplinary procedure shall apply in the case of employee disciplinary infractions and breaches of facility rules, regulations, practices and procedures. Where appropriate, progressive discipline shall generally be imposed in accordance with the following progression:

- verbal counselling and/or reprimand
- written notice of rules violation or written reprimand
- suspension without pay
- termination

(b) Generally, the foregoing disciplinary progression will be followed where an employee has committed a series of relatively minor infractions, including but not limited to unexcused absence, failure to follow established administrative procedures, and minor Rule violations.

(c) It is specifically agreed, however, that any step in the foregoing progression may be imposed for any single infraction, including summary termination for the most serious infraction, based upon the severity of the individual breach.

3.12.2 Initial Procedure for Alleged Breach of Discipline

(a) The Officer is to be informed in writing of the alleged nature and date of breach. Any reports or other materials relating to the breach are to be included in the documentation given to the officer. The names of the person or persons making the allegations will not necessarily be revealed to the officer.

(b) Prior to imposing any disciplinary action, the employer may require the employee to show cause, in writing, within not more than five (5) calendar days, as to why disciplinary action should not be taken. The employer may, at its discretion, suspend the employee with pay pending the receipt of such show cause letter.

The officer may admit or deny the breach or detail a response providing mitigating circumstances. All responses must be provided in writing.

(c) Upon receipt of the officer's response, the Governor may elect:

- (i) Not to proceed with a charge of a breach of discipline
- or**
- (ii) To charge the officer with a breach of discipline

(d) If a decision is made to proceed with a charge of a breach of discipline, the officer is to be informed that the charge is proceeding. Any proposed suspension is to be determined by the Governor and the officer is to be advised.

(e) An officer found guilty of an offence may be suspended without pay for breach of discipline for the following time;

- i) For a period of up to 2 two days in any one year
- ii) For a period of up to 14 days in any one year.

(f) For the purpose of this clause "year" is defined as 12 calendar months from the completion of any earlier suspension.

(g) The officer may elect to accept the suspension or elect to have the matter referred to a disciplinary interview.

3.12.3 Information to be given to an officer Attending a Disciplinary Interview

Before an officer attends a Disciplinary Interview, he or she will be given:

- (a) At least 24 hours notice of interview
- (b) A copy of the Disciplinary Interview Guidelines
- (c) Advice that a union delegate or official or fellow officer may be present
- (d) An indication of the nature and purpose of the interview

3.12.4 Role of Persons Conducting the Disciplinary Interview

Persons conducting the disciplinary interview shall:

- (a) be impartial
- (b) have no involvement in the subject of the interview
- (c) not indicate that a view or opinion has been formed either by themselves or by others
- (d) ensure that only questions relevant to the subject of the interview are asked.

3.12.5 Role of Union Delegate or Official or Fellow Officer Present at the Interview

(a) The role of the delegate, official or fellow officer is to safeguard against unfair practices, to clarify issues arising in the course of the interview or serve as a witness should a complaint of unfairness be made after the interview. Any complaint of unfairness should be made to the Governor.

(b) If the senior officer conducting the interview is in any doubt as to the capacity of the officer to speak effectively on his or her own behalf or as to the capacity of the officer to understand adequately the implications and full meaning of the matters involved, the officer should be advised that he or she may nominate the union delegate or official or fellow officer to speak on his or her behalf. The officer who is the subject of the interview may likewise nominate the union delegate or official or fellow officer to speak on his or her behalf. In addition, a signing or language interpreter shall be provided to an officer with a hearing impairment or English as a second language where the officer's communication difficulties warrant this.

3.12.6 Procedure of the Disciplinary Interview

(a) The officer being interviewed should be told of the purpose of the interview and advised that certain relevant questions will be asked to which the officer should respond fully.

(b) The officer being interviewed should be told that he or she has the right to remain silent but that if he or she chooses to respond to a question which relates to his or her activities as an employee and which is reasonable and fair, after being directed to do so, there may be grounds for disciplinary action on that basis.

(c) Each allegation which has been made against the officer should be put and the officer invited after each to respond fully. Leading questions should be avoided. The questioning process should provide the officer being interviewed the opportunity to respond in full to all allegations, to give his or her version of events and to comment on relevant issues. At the completion of the process, the officer conducting the interview should ask the interviewee if he/she is satisfied that the process has been followed correctly.

(d) The use of accusatory or intimidatory tone must be avoided by all involved in the disciplinary interview process.

(e) The officer being interviewed should be told that a report on the matter will be made to the Governor who will decide whether or not disciplinary action will be taken. No other opinion should be expressed regarding the outcome of the process by any party at this stage.

(f) An indication of the length of time the officer may be expected to wait until a decision is made in the matter should be given.

(g) The officer should be given a copy of the record of interview at the completion of the interview.

3.12.7 Procedure to be followed after the Disciplinary Interview is Completed

(a) The officer should receive the report on the disciplinary interview and written reasons as to the recommendation made within five (5) working days after the completion of the interview.

(b) If a recommendation is made to impose a period of suspension up to two (2) days without pay upon an officer and the officer feels that such a recommendation is unfair, the officer may request an internal appeal be conducted. (This request must be done within 24 hours). The appeal mechanism would consist of an independent panel of three people, the Human Resources Manager, a Departmental Manager from a Department other than the one where the employee works and a Union Delegate/Official. The decision of this panel shall be presented to the Governor in the form of a recommendation, together with the original disciplinary interview report. The Governor's decision is final and there is no further right of appeal under the Dispute/Grievance Procedures. The final decision must be made by the Governor within 2 days of the officer instigating the appeal mechanism.

3.12.8 Suspension Exceeding Two (2) Days

Where the infraction, or series of infractions, is deemed to warrant more severe action than set forth under sub-Clause 3.12.7 (b), other than termination, the Governor shall have the right to suspend an employee without pay for any period not exceeding fourteen (14) days. The suspended employee shall have the right to have such decision reviewed through the Dispute/Grievance Procedure, referred to in clause 6.5. Prior to the imposition of any suspension exceeding two (2) days, the employer shall notify the union of such suspension and shall afford the union the opportunity to meet and discuss the penalty prior to its imposition.

Nothing herein Clause 3.12 shall limit the NSW Department of Corrective Services to investigate incidents in accordance with their policies and procedures.

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 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. Travelling time in excess of that normally required to report for work at the Junee

Correctional Centre to and from such locations shall be countered as time worked. 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 be paid at the rate of time and a half with minimum payment of three (3) hours or shall be given equal time off (ie.at the rate of one and a half hours off for every hour of training), within the following ten days.

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 (4) 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 recalled from home to perform duty after completing a full shift on any leave day or off duty day shall be paid at the rate of time and one half for such duty with minimum payment of three (3) hours.

PART 5. HOLIDAYS AND LEAVE

5.1 Annual Leave

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

5.1.2 An employee shall accrue an additional weeks' annual leave, in addition to that mentioned above in Clause 5.1.1, each year from the date of his or her first anniversary of employment. This additional weeks' annual leave will not be included as part of an employee's termination payment, on a pro rata basis, if the employee resigns prior to his or her employment anniversary date.

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/her ordinary rate of pay for the work performed on that holiday and have one and a half extra days added to his or her annual leave. The option of adding an extra day and one half to their annual leave may only be exercised on five (5) separate occasions in any one year of employment.

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 eight (8) day's sick leave. 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 ten (10) days' sick leave for the year beginning on such anniversary date. Part time employees are entitled to sick leave described in this clause on a pro-rata basis.

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, Part 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.

5.8 Special Leave

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

5.9 Military Leave

Unpaid leave not exceeding two weeks in any one year may 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.

Operational and staffing requirements will take priority; however, all efforts will be made to accommodate leave requests. Copies of military orders will be required to support such leave.

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, this may encompass the alignment of identified skills/competencies to a particular classification as defined in clause 2 "Definitions" of this agreement.

The parties are also committed to enhancing the career opportunities and job security of employees in such industry.

6.4 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 for facility accreditation to the prescribed Australian (3900 series) Standards and the relevant American Correctional Association (ACA) Standards.

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

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JAMES RYAN
Managing Director
1st July 1994
DATE

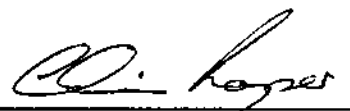
In the presence of:

Ian M. Smith
(PRINT WITNESS NAME)

I. Smith
(WITNESS SIGNATURE)

1st July 1994
DATE

Signed for and on behalf of)
Australian Hospitality, Liquour and)
Miscellaneous Workers Union)
Industrial Organisation of)
Employees)



CHRIS RAPER
Secretary

30.6.94
DATE

In presence of:

Elizabeth AR Bishop
CHRIS RA
(PRINT WITNESS NAME)



(WITNESS SIGNATURE)

30.6.94
DATE