

ENTERPRISE AGREEMENT

NO: E.A. 134 /1996

DATE REGISTERED: 17-5-96

PRICE: \$ 46-00

AUSTRALASIAN CORRECTIONAL MANAGEMENT PTY LIMITED

AND

THE NON-CUSTODIAL STAFF WORKS COMMITTEE

(No. of 1996)

JUNEE CORRECTIONAL CENTRE

NON-CUSTODIAL ADMINISTRATION (WORKS COMMITTEE)

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 January 1996, between Australasian Correctional Management Pty Limited, located at the National Mutual Building, Level 18, 44 Market Street, Sydney 2000 NSW (hereinafter referred to as "the Employer") and The Non-Custodial Administration Staff Workplace Committee, located at Junee Correctional Centre, Junee 2663 NSW (hereinafter referred to as "the Committee").

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PART 1. PRELIMINARY

1.1 Title

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

1.2 Parties Bound

This Agreement is between Australasian Correctional Management Pty Ltd and the Works Committee who represent employees covered under clause 3.1, below, 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 until 12 June 1997, 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 Awards/Agreement Replacement

This Agreement replaces the following;

Junee Correctional Centre - Non Custodial Enterprise Agreement
Number 115/92.

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 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).

PART 3. WAGES, TERMS AND CONDITIONS OF EMPLOYMENT

3.1 Covered Positions / Salary Rates

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

| Classification | Base Rate | 1 January 96 |
|----------------------|-------------------|--------------|
| Admin Clerk | 21,000 | 22,050 |
| Switchboard Clerk | 21,000 | 22,050 |
| Bookkeeper | 27,000 | 28,350 |
| Accounts Clerk | 21,000 | 22,050 |
| Mail Clerk | 21,000 | 22,050 |
| Payroll Clerk | 25,000 | 26,500 |
| Records Clerk | 21,000 | 22,050 |
| **Sr Canteen Clerk | N.A. New Position | 24,000 |
| Canteen Clerk | 21,000 | 22,050 |
| Roster Clerk | 21,000 | 22,050 |
| Cooks | 22,500 | 23,625 |
| Cleaner | 18,000 | 19,900 |
| **Admin Relief Clerk | 21,000 | 22,050 |
| | | |
| Clerk-Medical | 21,000 | 22,050 |
| | | |
| Clerk-Programs | 21,000 | 22,050 |
| | | |
| Clerk-Industries | 21,000 | 22,050 |
| | | |
| Groundskeeper | 25,000 | 26,500 |
| Tool Clerk | 21,000 | 22,050 |

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The two positions asterisk above are new positions and were not included in the expired Agreement.

Note: Year One Employees* are defined as employees who have had one year or more service in their current classification prior to 1 February 1995. The rates of pay for those employees are depicted in the table below.

ANNUAL SALARIES

| Classification | 1 Feb 1995 - 6% | Base Rate as at 12/6/95 | 1 January 1996 |
|--------------------|--------------------|----------------------------|----------------|
| Admin Clerk | 22,928 | 23,178 | 24,337 |
| Switchboard Clerk | 22,928 | 22,928 | 24,074 |
| Bookkeeper | 29,908 | 29,908 | 31,403 |
| Accounts Clerk | 22,930 | 23,178 | 24,337 |
| Mail Clerk | 22,260 | 22,260 | 23,373 |
| Payroll Clerk | 27,560 | 27,560 | 28,938 |
| Records Clerk | 22,928 | 23,428 | 24,599 |
| Sr. Canteen Clerk | 22,260 | 24,000 | 25,200 |
| Canteen Clerk | 22,260 | 22,260 | 23,373 |
| Roster Clerk | 22,260 | 25,000 | 26,250 |
| Cooks | 23,850 | 23,850 | 25,043 |
| Cleaner | 19,080 | 19,080 | 20,034 |
| Admin Relief Clerk | 22,260 | 22,260 | 23,373 |
| | | | |
| Clerk-Medical | 22,928 | 23,428 | 24,599 |
| | | | |
| Clerk-Programs | 22,260 | 22,760 | 23,898 |
| Groundskeeper | 26,500 | 26,500 | 27,825 |
| | | | |
| Clerk-Industries | 22,928 | 23,428 | 24,599 |
| Tool Clerk | 22,260 | 22,510 | 23,636 |

An increase not less than the overall CPI as provided by the Australian Bureau of Statistics as at 30th September 1996, will be granted on the 1st January 1997.

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

3.2.1 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

3.3.1 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

3.4.1 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 Occupational Superannuation

3.5.1 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 (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.

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

3.6.3 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.

3.6.4 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

3.7.1 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.

3.7.2 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.

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

3.8 Casual Employees

3.8.1 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%. Such rates are inclusive of all required statutory payments in lieu of annual leave.

3.9 Travelling Time and Expenses

3.9.1 Employees travelling under the instructions of ACM shall be deemed to be working while so travelling, any payments will be at ordinary rates. Travelling for the purposes of this clause is defined as travelling outside of normal office hours and means the time from when an employee leaves their front door and arrives at their destination by the shortest possible route.

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 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 Minimum Callout

3.10.1 Any employee who is recalled by the Company from home 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.

3.11 Termination of Employment

3.11.1 Two 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 two week's termination of employment notice cannot be counted as annual leave or part thereof.

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

3.12 Redundancy

3.12.1 Redundancy is in accordance with provisions set out in the Employment Protection Act NSW 1982.

3.13 Grievance Procedure

3.13.1 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:

- a) A committee comprising four (4) staff members and the Human Resource Manager will be put in place to help deal with disputes in the first instance.
- b) 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.
- c) If unable to be resolved at that level the matter(s) shall be referred to the Governor within 48 hours for decision.
- d) If the matter(s) is/are not able to be resolved, then a meeting will take place as soon as possible with the Governor, members of the WorkPlace Committee and the GM Finance and Administration of ACM or his/her designee.
- e) If there is no resolution then the NSW Industrial Relations Commission may be notified.
- f) 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.
- g) The employee may be represented during this process by a union official or an independent person of their choice.

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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. 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 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.

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 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 on-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 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. 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 required to attend training courses on his or her rostered day off shall either be paid at the rate of time and one half with minimum payment of 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 3.2, 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 one 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. Overtime may be taken as time in lieu if mutually agreed between the Department Manager and the Employee and should be taken within one month of the date worked. If the time cannot be taken within one month the Employee will receive payment for the overtime at the rate applicable on 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 \$6.20 if a meal cannot be provided.

4.2.3 Any Employee other than a casual, recalled to perform duty after completing his or her normal shift on any leave day or off duty day shall be paid at the rate of time and one half for such duty.

PART 5. HOLIDAYS AND LEAVE

5.1 Annual Leave

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

5.1.2 In recognition of the fact that the Cooks work two shifts over a seven day roster, their annual leave entitlement shall be four weeks and two days in any one year (effective from registration date of Agreement). All other employees covered by this Agreement accrue leave at the rate of four weeks per annum.

5.1.3 Employees will be allowed to access pro-rata annual leave as required after the first year of service.

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, Anzac 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 who works a seven (7) day continuous roster, 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 or the option of taking one day and a half in lieu.

5.2.5 The option of adding extra days to 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) days sick leave.

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

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

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

- i) The employee being responsible for the care of the person concerned: and
- ii) The person concerned being either;
 - (a) a member of the employee's immediate family; or
 - (b) a member of the employee's household.
- iii) The term "immediate family" includes;
 - (a) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person as a husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
 - (b) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

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

employer by telephone of such absence at the first opportunity on the day of absence.

5.3.3 Subject to the provisions of Clauses 5.3.4 and 5.3.5, every employee, absent from work through illness for two or more days, shall, on the production of a certificate from a duly qualified medical practitioner (or other evidence to the satisfaction of 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.

5.3.4 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.

5.3.5 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.

5.3.6 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.

5.3.7 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

5.4.1 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 Leave Act 1955, as amended.

5.5 Bereavement Leave

5.5.1 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.

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

5.6 Parental Leave

5.6.1 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

5.7.1 An employee shall be allowed leave of absence during any period when required to attend for jury service.

5.7.2 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.

5.7.3 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

5.8.1 When an employee completes six months continuous service without taking sick leave as per Clause 5.3, the Company will approve two (2) 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.

5.9 Military Leave

5.9.1 Unpaid leave not exceeding two (2) weeks in any one year will be granted by the Governor of the facility to Employees who are members of the Defence Force Reserves for the purpose of undergoing training or equivalent continuous duty.

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

PART 6. TRAINING AND PROFESSIONAL DEVELOPMENT

6.1 Induction Clause

6.1.1 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.

PART 7 MISCELLANEOUS PROVISIONS

7.1 Uniforms

7.1.1 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.

7.1.2 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.

7.1.3 Where staff have purchased a Corporate style uniform and in recognition of the fact that this uniform cannot be used for tax deductible purposes, the Company agrees to pay to these employees a once only payment on 31st January 1996 of \$100 for further maintenance of this uniform.

7.2 Saving of Rights

7.2.1 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

7.3.1 The parties to this Agreement declare that the Enterprise Agreement:

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

7.4 Agreement Modernisation

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

7.5 Incidental and Peripheral Tasks; Staffing Levels

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

7.5.2 ACM may direct an Employee to carry out such duties and use such tools and equipment as may be required provided that the Employee has been properly trained in the use of such tools and equipment (where relevant)

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

7.5.4 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.

7.6 Cooperation and Commitment to Productivity Improvement

7.6.1 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.

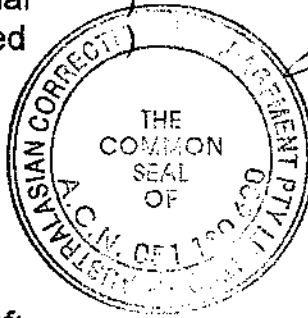
7.7 Agreement to Stand Alone

7.7.1 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.

7.8 Retrospectivity/Backdating Wages and Salary Payments

The rates of pay contained in Clause 3.1 to this agreement 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 clause 3.1 on and from 1 February 1995, 12 June 1995 and 1 January 1996 respectively, or the date of employment, which ever is the later.

Signed for and on behalf of
Australasian Correctional
Management Pty Limited



[Signature]

JOHN HUDSON
Managing Director

Date:

In the presence of:

D Diplock DEBRA JANE

(PRINT WITNESS NAME) DIPLOCK

D Diplock

(WITNESS SIGNATURE)

Date:

Signed for and on behalf of)
The Works Committee)

Chairperson- Mandy Siebels

Mandy Siebels

Secretary - Brett Hoare

Brett Hoare

Members Lynne Thom

Lynne Thom

Narelle Hobson

Narelle Hobson

Angus Thom

Angus Thom

Date: 9th August 1995

Keith Irwin

(PRINT WITNESS NAME)

Keith Irwin

(WITNESS SIGNATURE)

Date: 9th August 1995