

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA00/24

**TITLE:** Junee Correctional Centre Nurses - Enterprise Agreement 1999

**L.R.C. NO:** 99/5798

**DATE APPROVED/COMMENCEMENT:** 30 November 1999

**TERM:** 18 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 28

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees employed by Australasian Correctional Management Pty Ltd at the Junee Correctional Centre

**PARTIES:** Australasian Correctional Management Pty Limited -&- New South Wales Nurses' Association



**AUSTRALASIAN CORRECTIONAL MANAGEMENT PTY LIMITED**

**AND**

**THE NEW SOUTH WALES NURSES' ASSOCIATION**

**(No. of 1999)**

**JUNEE CORRECTIONAL CENTRE**

**NURSES**

**ENTERPRISE AGREEMENT**

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**THIS AGREEMENT**, made pursuant to the New South Wales Industrial Relations Act 1996 in accordance with the provisions of Section 29-47 of the said Act, is entered into the 27<sup>th</sup> day of September, 1999, between Australasian Correctional Management Pty Limited, located at National Mutual Centre, Level 18, 44 Market Street, Sydney 2000 NSW (hereinafter referred to as "the Employer") and The NSW Nurses Association, located at 43 Australia Street, Camperdown 2050 (hereinafter referred to as "the Union").

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## **ARRANGEMENT OF AGREEMENT**

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## **PART 1. PRELIMINARY**

### **1.1 Intent**

Management and employees will work together to achieve the mission statements of Australasian Correctional Management Pty Ltd and Junee Correctional Centre which respectively are:

“To be the leading provider of correctional related services in Australasia, capturing a minimum of 30% of the market and supporting a skilled committed team of employees”

and

“To meet our contractual obligations to the customer by maintaining a secure, safe, caring environment, which provides inmates with meaningful opportunities for self-improvement, aimed at their successful return to the community”

By meeting the requirements of the mission statements, the future of the Company and the job security of its employees is ensured.

### **1.2 Title**

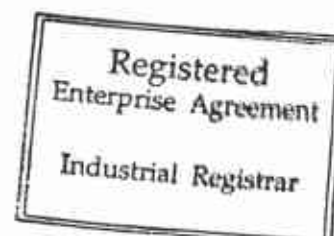
This Agreement shall be known as the Junee Correctional Centre Nurses - Enterprise Agreement 1999.

### **1.3 Agreement Coverage**

This Agreement shall be binding on ACM and the New South Wales Nurses' Association with respect to registered and enrolled nurses employed by ACM at the Junee Correctional Centre.

### **1.4 Date of Operation**

1.4.1 This Agreement shall operate from the date of registration by both parties to this agreement and shall remain in force for a period of 18 months unless varied or terminated earlier by the provisions provided by the New South Wales Industrial Relations Act 1996.



## 1.5 Agreement Posting

A true copy of this Agreement shall be exhibited in a conspicuous and convenient place of the premises of the Employer so employees have access to it.

## 1.6 Awards Replacement

This Agreement replaces the Junee Correctional Centre Nurses Enterprise Agreement of 1998.

## 1.7 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:

- Enrolled Nurse – an enrolled nurse with at least 3 (three) years post graduate experience in an acute health care service preferably including general and psychiatric nursing
- Correctional Registered Nurse 1 – a registered nurse with at least 1 (one) year post graduate experience in an acute health care service preferably including general and psychiatric nursing. The registered nurse may progress to levels of CRN 2 & CRNS based upon experience gained and the meeting of set criteria at the CRNS level.
- Correctional Registered Nurse 2 – a registered nurse with at least 3 (three) years post graduate experience in acute health care services preferably including general and psychiatric nursing. This person must have demonstrated above average communication, triage, acute nursing skills and clinical teaching skills
- Correctional Registered Nurse Specialist - a registered nurse with at least 5 (five) years post graduate experience in acute health care services and two years experience in a correctional facility at a minimum. This person must have demonstrated and continue to:
  - a) be involved in the orientation of new staff and will occupy the "preceptor" role for new staff; and

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- b) be an active, regular and significant contributor in determining health service policies, protocols and developing procedure manuals; and
- c) have an active role in education of other staff either basic or ongoing and requires the giving of formal lectures and the preparation of notes and other educational strategies; and
- d) guide and instruct other registered nurses as an integral part of their day to day duties and to generally act as a resources for nurses and other correctional staff; and
- e) relieve the Health Services Manager if required; and
- f) maintain health service computer data; and
- g) perform quality assurance activities.

The CRNS position is not subject to a vacancy but rather on the individual being able to demonstrate the above prior to advancing to this classification and the ability to maintain these qualities. The grading or CRNS is made on an annual basis. The requirements of the position must continue to be met in order to maintain the grading. Failure to meet the requirement will result in appointment at a lower grading.

- 2.1.2 "Casual employee" shall mean an employee engaged by the hour and who works less than 40 hours per week, including paid meal breaks. Casual employees are not entitled to the provisions of 5.1 Annual Leave and 5.3 Sick Leave but are entitled to Long Service Leave calculated in accordance with applicable provisions of law.
- 2.1.3 "Part Time Employee" shall mean an employee, engaged as such, to work between 16 and 40 hours in any one week, including paid meal breaks. Any part time employee who works 40 hours per week on a regular basis will be deemed to be a weekly employee and will be paid accordingly.
- 2.1.4 "Employer" shall mean Australasian Correctional Management Pty Limited (ACM).



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

### **3.1 Salary Rates**

Employees are to be paid as follows:	1999	2000
Enrolled Nurse	\$35000	\$35000
Correctional Registered Nurse 1	\$43680	\$44116
Correctional Registered Nurse 2	\$47940	\$48898
Correctional Registered Nurse Specialist (replacing existing CRN3)	\$51000	\$52020
Correctional Nurse Specialist (newly qualified CRNS)	\$50000	\$52020

The 1999 salary rates will be effective from the date of signing of this agreement. The 2000 salary rates will be effective 12 months from the 1999 effective rates.

### **3.2 Payment of Wages**

Wages shall be paid on a fortnightly basis, not later than close of business on Wednesday, by way of Electronic Funds Transfer into a nominated bank, cheque or cash at the discretion of the employer. In the event of payment by cheque, the employer shall issue to the employee such cheque on or before close of business on Wednesday of the week such payment is normally made.

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

As a result of using the annualised pay system, weekend penalties, shift allowances and annual leave loading, where applicable, are not shown separately but form a part of the respective overall pay rate set forth in clause 3.1.

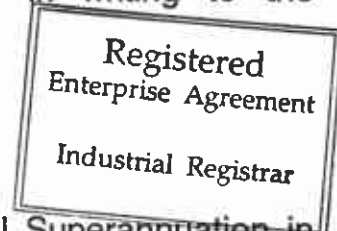




### **3.4 Equitable Rosters**

- 3.4.1 Where employees are required to work shift work, ACM agrees to roster all shifts in such a manner as to schedule all employees to work on an approximately equal number of weekend and evening/night shifts per year.
- 3.4.2 Where a roster is in place, the ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. The roster shall be displayed at least 2 weeks prior to the commencing date of the first working period for the roster.
- 3.4.3 Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the work to be carried on where another employee is absent from duty on account of illness or in an emergency provided that where any such alteration involves an employee working on a day off, the day off in lieu thereof shall be as mutually arranged.

Prior to the date of the change of shift, such change of roster shall be notified verbally or in writing to the employees concerned.



### **3.5 Occupational Superannuation**

Employees shall be entitled to Occupational Superannuation in accordance with the provisions of the Occupational Superannuation Guarantee (Administrative) Act 1992. Employee contributions shall be made to the Australian Retirement Fund.

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

- 3.6.1 All employees required to work a shift of more than four hours shall be allowed a paid meal break of not less than thirty (30) minutes for a meal during each day, to be taken at a time established by the employees supervisor but no sooner than four (4) hours nor later than six (6) hours after the commencement of work.
- 3.6.2 All full-time employees shall be entitled to a rest pause of ten (10) minutes' duration in the first and second half of their daily work. No deduction of pay shall be made for each rest pause so taken.

A part-time or casual employee engaged for a period of not more than four (4) hours shall be entitled to a rest pause of ten (10) minutes' duration; a part time or casual employee who is engaged for a period of more than four (4) hours, but not exceeding a full shift, shall be entitled to a rest pause of ten (10) minutes' duration in the first and second half of his or her engagement.

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

### **3.7 Part Time Employees**

Part-time employees shall be paid an hourly rate based upon the appropriate classification and job description, and calculated by dividing the respective wage rates set forth in Clause 3.1 by 2080.

Such employees shall be paid for purposes of annual and sick leave the average weekly ordinary hours worked over the 12 month qualifying period.

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

### **3.8 Casual Employees**

Casual employees shall be paid an hourly rate based upon the appropriate classification and job description, and calculated by dividing the respective wage rates as set forth in Clause 3.1 by 2080, with an addition of 15%; such rates are inclusive of all required statutory payments in lieu of annual leave.

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### **3.9 Travelling Time and Expenses**

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

3.9.2 All reasonable fares incurred by Employees whilst travelling on ACM's business shall be paid by ACM. The fares allowed shall be:

On passenger coaches - normal fare

On trains - first class (with sleeping berths if available); and

On passenger aircraft - economy class

3.9.3 An employee who is required by ACM, within regular working hours, to travel in excess of twenty (20) kilometres from the location where he or she is usually employed, shall be allowed reasonable return fares.

3.9.4 If an employee is required in the course of their 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 Termination of Employment**

Two weeks' notice shall be given by either party of the termination of employment, or one week's wage allowed or forfeited in lieu thereof. In cases of serious or wilful misconduct, dishonesty, drunkenness, insubordination, or other similar major breach of rules or standards, an employee shall be subject to

instant dismissal and entitled only to all salary and holiday pay due to the employee up to the time of such dismissal.

The one weeks' termination of employment notice cannot be counted as annual leave or part thereof.

### **3.11 Redundancy**

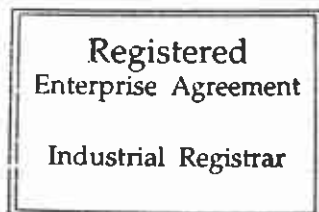
#### **(i) Application -**

- (a)** This clause shall apply in respect of full-time and part-time employees.
- (b)** This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- (c)** Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one years continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (d)** Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal including cases of serious or wilful misconduct, dishonesty, drunkenness, insubordination, or other similar major breach of rules or standards, an employee shall be subject to instant dismissal and entitled only to all salary and holiday pay due to the employee up to the time of such dismissal or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

#### **(ii) Introduction of Change -**

##### **(a) Employers duty to notify -**

- (1)** Where an employer has made a definite decision to introduce major changes in production, program,



organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.

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

(b) Employers duty to discuss change -

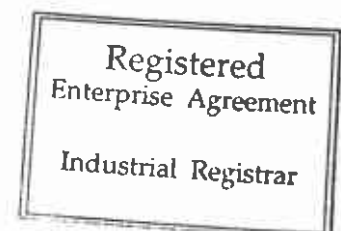
(1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes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

(2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph (a) of this subclause.

(3) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iii) Redundancy -

(a) Discussions before terminations:



- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to subparagraph (1) of paragraph (a) of subclause (ii) above, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (1) of this paragraph and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (3) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iv) Termination of Employment -

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

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

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks



3 years and less than 5 years	3 weeks
5 years and over	4 weeks

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

(3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

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

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

(2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

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

(c) Time off during the notice period -

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

(2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance



at an interview or the employee shall not receive payment for the time absent.

- (d) Employee leaving during the notice period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (e) Statement of employment - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- (f) Notice to Commonwealth Employment Service - Where a decision has been made to terminate employees, the employer shall notify the Commonwealth Employment Service thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (g) Department of Social Security Employment Separation Certificate - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.
- (h) Transfer to lower paid duties - Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii) above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

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(v) Severance Pay -

(a) Where the employment of an employee is to be terminated pursuant to subclause (iv) above, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

(1) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service Under 45 Years of Age entitlement

Less than 1 year . . . . .	Nil
1 year and less than 2 years . . .	4 weeks
2 years and less than 3 years . . .	7 weeks
3 years and less than 4 years . . .	10 weeks
4 years and less than 5 years . . .	12 weeks
5 years and less than 6 years . . .	14 weeks
6 years and over . . . . .	16 weeks

(2) Where an employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

Years of Service . . . . . 45 Years and over

Less than 1 year . . . . .	Nil
1 year and less than 2 years . . .	5 weeks
2 years and less than 3 years . . .	8.75 weeks
3 years and less than 4 years . . .	12.5 weeks
4 years and less than 5 years . . .	15 weeks
5 years and less than 6 years . . .	17.5 weeks
6 years and over . . . . .	20 weeks

(3) "Weeks pay" means the all-purpose rate of pay for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, overaward payments, shift penalties and allowances provided for in the relevant award.

(b) Incapacity to Pay - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) above.



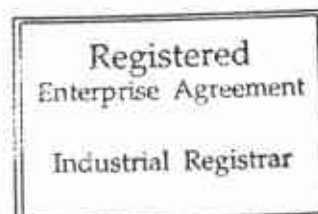
The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in paragraph (a) above will have on the employer.

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

### **3.12 Grievance Procedure**

The parties to this Agreement recognise the critical public interest inherent in the operation of the Centre and accordingly commit themselves to the following procedure:

- 3.12.1 Any grievance or potential industrial dispute shall be discussed in the first instance by the employee(s) and the immediate supervisor.
- 3.12.2 If unable to be resolved at that level the matter(s) shall be referred to the Employee's respective Department Manager of designee for further consideration.
- 3.12.3 If unable to be resolved at that level the matter(s) shall be referred to the Centre General Manager within 48 hours for decision.
- 3.12.4 If the matter(s) is/are not able to be resolved, then a meeting will take place as soon as possible with the Centre General Manager, his/her advisers, the Employee(s) and the ACM Executive General Manager Health Services.
- 3.12.5 If there is no resolution then the NSW Industrial Relations Commission will be notified.
- 3.12.6 The Employees undertake that no industrial action will be taken while the steps in the procedure are being followed and both parties agree to comply with orders/recommendations of the Industrial Relations Commission.



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

### **4.1 Hours of Work**

4.1.1 The ordinary hours of work for shift workers, inclusive of meal times, shall not exceed forty (40) hours per week in each roster cycle.

4.1.2 The hours of work prescribed in this clause shall, where possible, be arranged in such a manner, that in each roster cycle of 28 calendar days each employee shall not work his or her ordinary hours of work on more than 20 days in the cycle.

4.1.3 The hours of duty each day shall be continuous.

4.1.4 An employee, after having served a period of night duty, shall not be required to serve a further period on night duty until he or she has been off night duty for a period equivalent to the previous period on night duty, unless the employee requests or agrees to be employed on night duty and the employer consents.

4.1.5 An employee changing from night duty to day duty shall be free from duty during the 20 hours immediately preceding the commencement of the changed duty.

4.1.6 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.

Employees shall start and cease duty at the Junee Correctional Centre or as otherwise designated by the Centre General Manager, provided that where there is a requirement for employees to work away from the Centre the period of time during which such employees are required to do so shall be stipulated.

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

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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 three (3) hours or shall be given equal additional time off within the following ten (10) days, at ACM's discretion.

## **4.2 Overtime**

Subject to the provisions of clauses 4.1.1, 4.1.2 and 4.1.3, all time worked by employees other than casuals in excess of ordinary hours of duty shall be paid for at the rate of time and a half. All work performed by a casual in excess of a full shift in any one day or 80 hours in any two week period shall be paid for at a 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 at the time of payment.

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 meal by ACM or if a meal is not provided be paid an allowance of \$6.95.

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. A minimum payment of three (3) hours shall apply.

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

### **5.1 Annual Leave**

5.1.1 Annual leave on full pay is to be granted on completion of each twelve month's service as follows:

- (a) Full-time employees required to regularly work on a seven day, 24 hour roster basis will be entitled to five weeks annual leave. This will accrue for employees currently employment at the Junee Correctional Centre from 11 April, 1996 (Date of previous agreement).



- (b) Part time employees will be entitled to five weeks annual leave.

5.1.2 Annual leave shall be given and taken either in one consecutive period or two periods neither of which shall be less than one week, or if ACM and employee so agree in either two, three or four separate periods but not otherwise.

- (a) Annual leave shall be given and shall be taken within a period of 6 months after the date when the right to annual leave accrued; provided that the giving and taking of such leave may be postponed, by mutual agreement between the parties for a further period.

- (b) ACM shall give each employee, where practicable, two months notice of the date upon which he or she shall enter upon leave, and any event such notice shall not be less than 28 days.

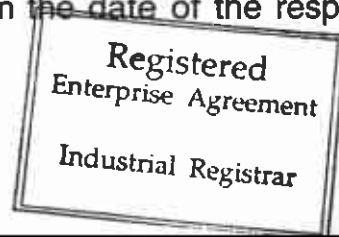
5.1.3 Each employee on leave shall be paid fortnightly for the period of the leave at the ordinary rate of salary to which he or she is entitled to under this Agreement. Application for pay in advance must be made by the employee before proceeding on leave.

## 5.2 Public Holidays

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

5.2.2 All work done by an employee on Public Holidays shall be paid for at the rate of double time and one half or in accordance with paragraphs 5.2.3 and 5.2.4.

5.2.3 Should any of the public holidays mentioned in Clause 5.2.1. fall on a day on which an employee is rostered off duty, such employee shall, in lieu of such holiday, be entitled to either payment of an extra days' pay or the addition of an extra day to his or her annual leave entitlement or to take a single day off in lieu. This time in lieu should be taken by mutual agreement between the Department Manager and the employee within one month from the date of the respective



public holiday. In the event the time is not taken the employee will be paid at the rate applicable at the time of payment.

- 5.2.4 Where an employee is rostered to work on any of the aforesaid public holidays he or she may by mutual agreement elect to be paid at his or her ordinary rate of pay for the work performed on that holiday, have one and a half extra days added to his or her annual leave or take one and a half days off in lieu; or the employee can elect to be paid at time and a half and have one day added to the his or her annual leave. The option of taking one and a half days off as time in lieu must be by mutual agreement with the Department Manager. In the event the time in lieu is not taken the employee will be paid at the rate applicable at the time of payment.

### 5.3 Sick Leave

- 5.3.1 During the first year of employment with ACM, every employee other than a casual employee shall be entitled to (8) days sick leave in the first year of service and (10) days in subsequent years. Unused sick leave shall accrue from year to year.

### 5.4 Carers Leave

#### Personal/Carer's Leave

- (i) Use of Sick Leave -
- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in (c)(2) who needs the employees care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for at clause 5.3, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish, by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer s leave

under this subclause where another person has taken leave to care for the same person.

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

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

(2) the person concerned being:

(i) a spouse of the employee; or

(ii) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person;

or

(iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

(iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

(v) a relative of the employee who is a member of the same household where, for the purposes of this paragraph:

(i) "relative" means a person related by blood, marriage or affinity;

(ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

(iii) "household" means a family group living in the same domestic dwelling.

(iv) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person



requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

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

(e) Annual Leave -

(a) An employee may elect with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

(b) Access to annual leave, as prescribed in paragraph (a) above, shall be exclusive of any shutdown period provided for elsewhere under this award.

(c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

(d) Time Off in Lieu of Payment for Overtime - See clause 13, time off in Lieu of Payment for Overtime.

(e) Make-up Time -

(a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off during ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

(b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those

