

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/88

**TITLE:** Junee Correctional Centre Non-Custodial-Enterprise Agreement  
2001

**I.R.C. NO:** 2001/7318

**DATE APPROVED/COMMENCEMENT:** 7 December 2001

**TERM:** 1 April 2004

**NEW AGREEMENT OR  
VARIATION:** New Replaces EA99/236

**GAZETTAL REFERENCE:** 12 April 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 26

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to Employees of Australasian Correctional Management Pty Limited employed at the Junee Correctional Centre in the classifications contained in this agreement

**PARTIES:** The Australasian Correctional Management Pty Limited-&- the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch



**FILED**

- 9 NOV 2001

OFFICE OF THE INDUSTRIAL  
REGISTRAR

**AUSTRALASIAN CORRECTIONAL MANAGEMENT PTY LIMITED**

**AND**

**THE NON-CUSTODIAL STAFF (as listed)**

**(No.            of 2001)**

**JUNEE CORRECTIONAL CENTRE**

**THE NON-CUSTODIAL STAFF**

**ENTERPRISE AGREEMENT**

**THIS AGREEMENT**, made pursuant to the New South Wales Industrial Relations Act 1996 in accordance with the provisions of Part 2 of the said Act, is entered into on the date of registration, between Australasian Correctional Management Pty Limited, located at AXA Centre, Level 18, 44 Market Street, Sydney 2000 NSW (hereinafter referred to as "the Employer"), The Australian Liquor Hospitality and Miscellaneous Workers Union (hereinafter referred to as "the Union"), and Employees of Australasian Correctional Management Pty Limited employed at the Junee Correctional Centre to the classifications contained in this Agreement.

**Registered  
Enterprise Agreement  
Industrial Registrar**

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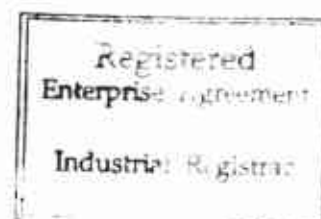
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## **PART 1. PRELIMINARY**

### **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 provide inmates with a positive learning environment, in which individuals can address their offending behaviour"

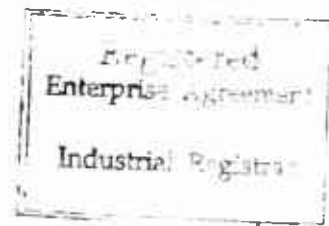
By meeting the requirements of the mission statements, the future of the Company and the job security of its employees is ensured.

### **1.2 Title**

This Agreement shall be known as the Junee Correctional Centre Non-Custodial - Enterprise Agreement 2001.

### **1.3 Parties Bound**

This agreement is between Australasian Correctional Management Pty Limited and The Australian Liquor Hospitality and Miscellaneous Union NSW Branch herein after referred to as "the Union". This agreement applies to Employees of Australasian Correctional Management Pty Limited employed at the Junee Correctional Centre in the classifications contained in this agreement.



#### **1.4 Date of Operation**

This Agreement shall operate from the date of certification and shall remain in force until 1<sup>st</sup> April 2004 unless varied or terminated earlier under the provisions of 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**

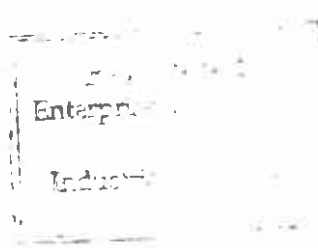
This Agreement replaces the previous agreement, Junee Correctional Centre – Non Custodial Administration Enterprise Agreement which was registered on 21<sup>st</sup> December 1999. It is provided in place of Canteen & Worker's (State) Award; Clerical and Administrative Employees (State) Award; and Miscellaneous Worker's General Services (State) Award.

#### **1.7 Duress**

This Agreement was not entered into under duress by any party to the agreement.

### **PART 2. DEFINITIONS**

- 2.1** "Employee" shall mean a Non Custodial employee subject to this Agreement who carries out duties associated with the provision of any and all employment services within the Centre as set out in Clause 1.3.
- 2.2** "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.



- 2.3 "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 full time employee and will be paid accordingly.
- 2.4 "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 three months of employment with ACM, commencing with the assumption of such duties.
- 2.5 "Employer" shall mean Australasian Correctional Management Pty Limited (ACM).

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

#### **3.1 Salary Rates**

The classifications, positions and wages covered by this agreement are set out in schedule 1 of this Agreement.

#### **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.

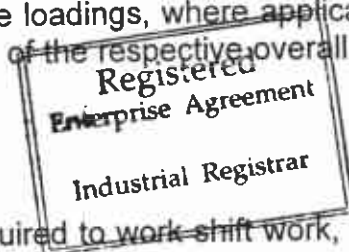
#### **3.3 Weekend Work, Shift Allowance, Annual Leave Loading**

As a result of using the annualised pay system, weekend penalties, shift allowances and annual leave loadings, where applicable, are not shown separately but form a part of the respective overall pay rate set out 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



two (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, a day off in lieu thereof shall be as mutually arranged.

3.4.4 Any shift changes will be at the discretion of management, such changes 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 employee's supervisor but no sooner than four (4) hours nor later than six (6) hours after the commencement of work.

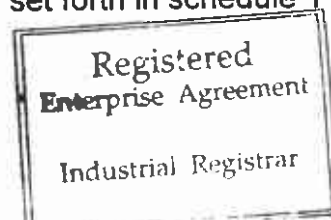
3.6.2 All full-time employees shall be entitled to a paid rest pause of ten (10) minutes' duration in the first and second half of their daily work. No deduction of pay shall be made for each rest pause so taken.

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 schedule 1 by 2080.





Such employees shall be paid for purposes of annual and sick leave the average weekly ordinary hours worked prescribed by this Agreement calculated in accordance with the proportion of full time employees hours so worked.

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 schedule 1 by 2080, with an addition of 20%; such rates are inclusive of all required statutory payments in lieu of annual leave and sick leave.

### 3.9 Travelling Time and Expenses

3.9.1 Employees travelling under the instructions of ACM shall be deemed to be working while travelling.

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

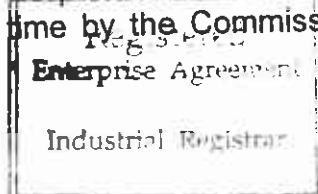
On trains - first class (with sleeping berths if available); and

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 obtains permission to use his or her own vehicle, that employee shall be paid for each kilometre at the rate prescribed from time to time by the Commissioner of Taxation.



- 3.9.6 When an employee is required to attend courses away from Junee Correctional Centre, that employee will be refunded reasonable expenses incurred for lunch, in accordance with ACM's per diems detailed in the Corporate Policy and Procedure.

### 3.10 Redundancy and Termination of Employment

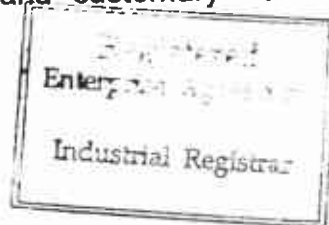
(i) Application -

- (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 employer's 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.

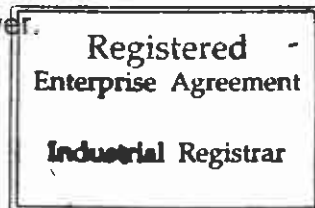
(b) Employers duty to discuss change -

- (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

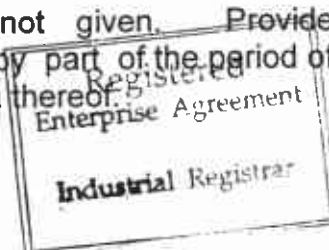
(2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional weeks notice.

(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 Employment Agency- Where a decision has been made to terminate employees, the employer shall notify the Employment Agency as agreed between the parties 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 employees 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.

(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:

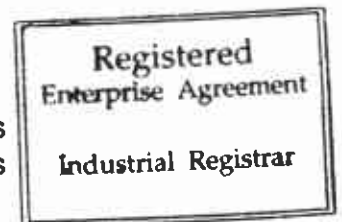
(1) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

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.

### **3.11 Dispute Settlement 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:

- 3.11.1 A committee comprising four (4) staff members and the Human Resource Manager will be put in place to help hear disputes in the first instance.
- 3.11.2 Any potential industrial dispute shall be discussed in the first instance by the employee(s) and/or the dispute settlement committee and the immediate supervisor and/or Department Manager.
- 3.11.3 If unable to be resolved at that level the matter(s) shall be referred to the General Manager within two (2) working days for decision.
- 3.11.4 If, within two (2) working days the matter(s) is/are not able to be resolved, then a meeting will take place as soon as possible with the General Manager, employees representatives, and the GM Finance and Administration of ACM or his/her designee.
- 3.11.5 If there is no resolution then the NSW Industrial Relations Commission will be notified.
- 3.11.6 The Employees undertake that no industrial action will be taken while the steps in the procedure are being followed and both parties will comply with orders/recommendations of the Industrial Relations Commission.
- 3.11.7 The employee may be represented during this process by a union official or an independent person of their choice.



### 3.12 Minimum Call Out

Any employee who is recalled by the Company from home to work 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.

## PART 4. HOURS OF WORK, OVERTIME

### 4.1 Hours of Work

4.1.1 The regular hours worked by a full time 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 If the ordinary working hours of employees include shift work, they shall be worked in accordance with a roster established by ACM.

4.1.4 For those Employees engaged in shift work, the roster shall allow each full time 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 the one at the beginning of the following week, may be counted as meeting the requirements of this clause. Unless otherwise agreed, an Employee engaged in shift work shall not be required to work more than seven (7) shifts on consecutive days in any fortnightly period.

Employees engaged in non-shift work may, on occasion, be required to work on a Saturday or Sunday. In such case, the Employee shall be granted a compensatory day off in either the week preceding or following the week in which such Saturday or Sunday work is performed.

4.1.5 It is agreed that in emergency circumstances, Employees, may be required to temporarily perform additional and or altered ordinary shifts.

4.1.6 Employees shall start and cease duty at the Junee Correctional Centre or as otherwise designated by the General Manager, 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 directed 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.

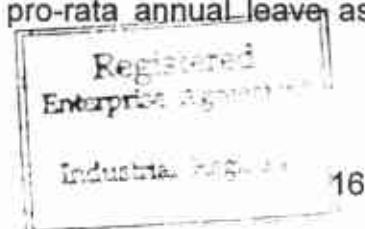
## 4.2 Overtime

- 4.2.1 Subject to the provisions of clauses 4.1.1, 4.1.2, 4.1.3 and 4.1.4, all time worked by full time and part time employees (other than casuals) in excess of ordinary hours of duty shall be paid for at the rate of time and one half. All overtime for permanent part time employees must be agreed upon between the Department Manager and the employee. All work performed by a casual employee in excess of a full shift in any one day or 40 hours in any one week period shall be paid for at the rate of time and one half. Overtime may be taken as time in lieu at time and one half 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.
- 4.2.2 All work performed by a permanent part time employee in excess of their contracted weekly hours shall be paid at overtime rates provided that by mutual agreement a permanent part time employee's contract hours may be altered on a permanent or temporary basis.
- 4.2.3 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 \$7.30 if a meal cannot be provided. The quantum of this allowance will increase at the same time and by the same amount as increases made to wages during the term of this agreement.

## PART 5. HOLIDAYS AND LEAVE

### 5.1 Annual Leave

- 5.1.1 After completion of one year's service, Employees, other than Food Services employees, shall be entitled to four (4) weeks annual leave in accordance with the provisions of the NSW Annual Holiday Act 1944. Food Services employees shall be entitled to five (5) weeks annual leave.
- 5.1.2 Employees will be allowed to access pro-rata annual leave as required after the first year of service.



- 5.1.3 An employee shall be able to apply for annual leave not less than 6 months or less by mutual agreement before the employee wishes to take such leave. Provided further that up to five days annual leave may be taken as single day absences where the employee has provided 48 hours notice as required or a lesser period of notice if agreed to by the employer.

The relevant Department Manager must provide a response of acceptance or denial for the requested leave within four weeks on receipt of the annual leave form(s).

A minimum of two weeks annual leave may be accrued at the request of the employee or any other amount with the consent of the employer.

## 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 of double time and a half for such work performed.

- 5.2.4 Where an employee is rostered to work on any of the public holidays referred to in Clause 5.2.1 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. 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 each year of employment with ACM, every permanent employee shall be entitled to (10) days sick leave.



- 5.3.2 Employees who take sick leave on either Saturday, Sunday or public holidays or a day immediately preceding or following a public holiday or rostered day off shall be required to produce a medical certificate and/or personal declaration for such period of absence.
- 5.3.3 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 ACM) specifying the period or approximate period during which the employee will be unable to work, and subject to ACM being promptly notified, become entitled to payment in full for all time he or she is so absent from work.
- 5.3.4 The continuity of employment of an employee with ACM for sick leave accumulation purposes shall be deemed to be not broken by any of the following:
- (a) Absence from work on leave without pay granted by the Employer
  - (b) The employee having been dismissed by the Employer, or the employee having himself/herself terminated his/her employment with the Employer for any period not exceeding three months; provided that the employee shall have been re-employed by the Employer. In cases where proceedings have taken longer than 3 months, the case will be evaluated on its merit and a review may take place where both parties agree.

#### 5.4 Long Service Leave

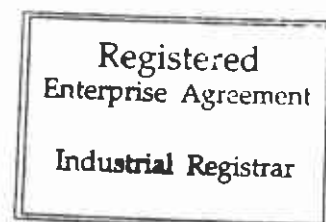
All employees covered by this Agreement shall be entitled to long service leave on full pay under, subject to and in accordance with the provisions of the Long Service Act 1955, as amended.

#### 5.5 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 22, 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 carers 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 of 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 hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

f. Rostered Days Off –

a. An employee may elect, with the consent of the employer, to take a rostered day off at any time.

