

Registered
Enterprise Agreement
Industrial Registrar

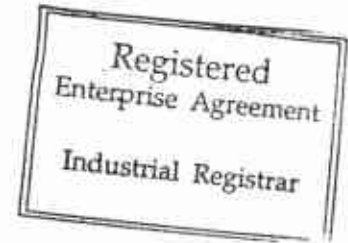
ENTERPRISE AGREEMENT

NO. EA 98/140
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DATE REGISTERED 23.4.98
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PRICE \$ 36
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**REGISTER OF
ENTERPRISE AGREEMENTS**



ENTERPRISE AGREEMENT NO: EA98/140

TITLE: Junee Correctional Centre Programs - Enterprise Agreement

I.R.C. NO: 98/1684

DATE APPROVED/COMMENCEMENT: 23 April 1998 and commenced 25 October 1997

TERM: 12 months

**NEW AGREEMENT OR
VARIATION: New, replaces EA99/96**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 18

COVERAGE/DESCRIPTION OF

EMPLOYEES: The classifications of Counsellor, Teacher, Recreation Officers in connection with or incidental to the provisions of correctional and counselling services at the Junee Correctional Centre

PARTIES: Australasian Correctional Management Pty Limited -&- New South Wales Independent Education Union



Pages 1 & 10
replacement
pages 23/4

AUSTRALASIAN CORRECTIONAL MANAGEMENT PTY LIMITED

AND

THE NEW SOUTH WALES INDEPENDENT EDUCATION UNION

(No. of 1997)

JUNEE CORRECTIONAL CENTRE

PROGRAMS

ENTERPRISE AGREEMENT

(TEACHERS, COUNSELLORS AND RECREATION OFFICERS)

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 this 17th day of December, 1997, between Australasian Correctional Management Pty Limited, located National Mutual Centre, Level 18, 44 Market Street, Sydney 2000 NSW (hereinafter referred to as "the Employer") and The NSW Independent Education Union, located at 176-182 Day Street, Sydney 2000 NSW (hereinafter referred to as "the Union").

ARRANGEMENT OF AGREEMENT

PART 1 PRELIMINARY

- 1.1 TITLE
- 1.2 AGREEMENT COVERAGE
- 1.3 DATE OF OPERATION
- 1.4 AGREEMENT POSTING
- 1.5 DURESS

PART 2 WAGES, TERMS AND CONDITIONS OF EMPLOYMENT

- 2.1 COVERED POSITIONS
- 2.2 SALARY RATES
- 2.3 PAYMENT OF WAGES
- 2.4 OCCUPATIONAL SUPERANNUATION
- 2.5 TERMINATION OF EMPLOYMENT
- 2.6 REDUNDANCY
- 2.7 DISCIPLINARY PROCEDURES

PART 3 HOURS OF WORK, OVERTIME

- 3.1 HOURS OF WORK
- 3.2 OVERTIME

PART 4 HOLIDAYS AND LEAVE

- 4.1 ANNUAL LEAVE
- 4.2 PUBLIC HOLIDAYS
- 4.3 SICK LEAVE
- 4.4 LONG SERVICE LEAVE
- 4.5 BEREAVEMENT LEAVE
- 4.6 PARENTAL LEAVE
- 4.7 JURY LEAVE
- 4.8 SPECIAL LEAVE
- 4.9 MILITARY LEAVE
- 4.10 FAMILY LEAVE - USE OF SICK LEAVE
- 4.11 FAMILY LEAVE - UNPAID LEAVE FOR FAMILY PURPOSE
- 4.12 ANNUAL LEAVE
- 4.13 TIME OFF IN LIEU OF PAYMENT FOR OVERTIME
- 4.14 MAKE-UP TIME

PART 5 TRAINING AND PROFESSIONAL DEVELOPMENT

- 5.1 INDUCTION TRAINING
- 5.2 TRAINING AND PROFESSIONAL DEVELOPMENT

PART 6 MISCELLANEOUS PROVISIONS

- 6.1 CONTRACT OF EMPLOYMENT
- 6.2 SAVING OF RIGHTS
- 6.3 DECLARATION
- 6.4 AGREEMENT MODERNISATION
- 6.5 CO-OPERATION AND COMMITMENT TO PRODUCTIVITY
IMPROVEMENT
- 6.6 AGREEMENT TO STAND ALONE
- 6.7 RETROSPECTIVITY/BACKDATING WAGES AND SALARY
PAYMENTS

PART 1. PRELIMINARY

1.1 Title

This Agreement shall be known as the Junee Correctional Centre Programs – Enterprise Agreement.

1.2 Agreement Coverage

This Agreement shall be binding on the Employer, the employees covered under Clause 3.1, below, and the Union in connection with or incidental to the provision of educational and counselling services at the Junee Correctional Centre.

1.3 Date of Operation

1.3.1 This Agreement shall operate from the 25th of October 1997 and shall remain in force for one year after approval by the Industrial Relations Commission unless varied or terminated earlier by the provisions provided by the New South Wales Industrial Relations Act 1996.

1.3.2 Both parties agree to commence negotiations on a new Agreement three (3) months prior to the termination of this Agreement.

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 ready by employees.

1.5 Duress

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

PART 2. WAGES, TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Covered Positions

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

- Counsellor
- Teacher
- Recreation Officers

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

2.2 Salary Rates will be as follows:

A common salary scale shall apply to all staff covered by this agreement. Salary rates will be as follows:

Counsellor, Instructors & Teachers

Step 1	\$31,310	Recreation Officer Level 1 Counsellor Level 1
Step 2	\$32,825	Recreation Officer Level 2 Counsellor Level 2
Step 3	\$35,350	Recreation Officer Level 3 Counsellor Level 3 Teacher/Counsellor Level 1
Step 4	\$37,471	Teacher Level 2
Step 5	\$40,400	Teacher Level 3

Existing Recreation Officers, who were previously not part of a tiered salary structure will placed in the Recreation Officer Level 3 category. [^]
be

Existing Counsellors will remain on the salary stream linked with teachers and be able to progress to Step 5.

All newly appointed counsellors from the date of registration will commence at Counsellor Level 1 on Step 1 and will not proceed beyond Counsellor Level 3 on Step 3.

Registered
Enterprise Agreement
Industrial Registrar

For current teachers/counsellors not on Step 5 and current Recreation Officers not on Step 3, progression is by annual increment and achievement of the following:

- satisfactory performance appraisal.
- Meeting centre staff development target hours projections.
- Satisfactory Inmate Development Service audits conducted by the Department of Corrective Services.

For all new employees (ie those employed after this Agreement has been signed) the commencement level is step 1 for Counsellors and Recreation Officers and Step 3 for Teachers with annual increments (taken as at date of commencement) and achievement of the following:

- Satisfactory performance appraisal.
- Meeting centre staff development target hours projections.
- Satisfactory Inmate Development Service audits conducted by the Department of Corrective Services.

2.3 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.

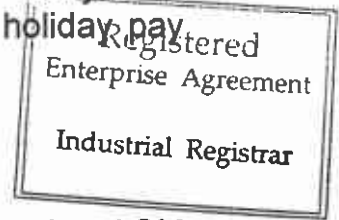
2.4 Occupational Superannuation

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.

2.5 Termination of Employment

One week's notice shall be given by either party of the termination of employment, or one week's wage allowed or forfeited in lieu thereof. In cases of serious or wilful misconduct, dishonesty, drunkenness, insubordination, or other similar major

breach of rules or standards, an employee shall be subject to instant dismissal and entitled only to all salary and holiday pay due to the employee up to the time of such dismissal.



2.6 Transfer to other ACM Centres

Subject to successful application, staff may transfer to other ACM Centres.

All transfer opportunities will be advertised at the Centre and selection will be on merit.

Accrued leave will be transferred with the employee, however, all further accruals will be in accordance with the employee's new terms and conditions of employment.

2.7 Redundancy

Redundancy payment shall be made in accordance with provisions set out in the Employment Protection Act NSW 1982 as amended.

2.8 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:

- (a) Any grievance or potential industrial dispute shall be discussed in the first instance by the employee(s) and the immediate supervisor.
- (b) If unable to be resolved at that level the matter(s) shall be referred to the Employee's respective Department Manager or designee for further consideration.
- (c) If unable to be resolved at that level the matter(s) shall be referred to the General Manager 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 General Manager, his/her advisers, the Employee(s) and the ACM Executive General Manager Operations.

- (e) If there is no resolution then the NSW Industrial Relations Commission will be notified.



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.

- (g) Nothing in this Agreement shall prohibit a member of the Union contacting the Union, provided such contact does not in any manner impair the efficient operations of the Centre.

PART 3. HOURS OF WORK, OVERTIME

3.1 Hours of Work

3.1.1 The regular hours worked by an employee shall not exceed forty (40) hours per week averaged over a fifty-two (52) week period.

3.1.2 Ordinarily, hours of work shall not exceed eight (8) hours in any one day, Monday to Sunday inclusive and occur between the hours of 7.30am and 8.30pm.

3.2 Overtime

3.2.1 Subject to the provisions of clauses 3.3, 4.1.1, and 4.1.2, all time worked by employees other than casuals in excess of ordinary hours of duty shall be paid for at the rate of time and a half.

3.2.2 Provision will be made for employees to take time in lieu on an hour for hour basis instead of payment for overtime worked. This is to be with the mutual agreement of the employee and the Department Manager and should be taken within one month of the date on which the additional hours were worked. If such time in lieu is not taken, the provisions of 3.2.1 will apply.

3.2.3 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 the Employer or be paid an allowance of \$6.20.

3.3 Meal Breaks

- 3.3.1 All employees required to work a shift of more than four (4) 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) hour after the commencement of work.
- 3.3.2 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 full time or casual employee engaged for 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.

PART 4. HOLIDAYS AND LEAVE

4.1 Annual Leave

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

4.2 Public Holidays

4.2.1 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.

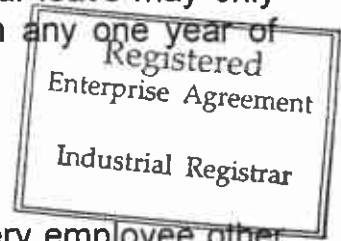
4.2.2 All work done by an employee on Public Holidays shall be paid for at the rate of double time and one half.

4.2.3 Should any of the public holidays mentioned in Clause 4.2.1. fall on a day on which an employee is on leave, 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.

4.2.4 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

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pages
23/4*

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 adding an extra day and one half to their annual leave may only be exercised on five (5) separate occasions in any one year of employment.



4.3 Sick Leave

4.3.1 During each year of employment with ACM, every employee other than a casual employee shall be entitled to (10) days sick leave.

4.3.2 Subject to the provisions of Clause 4.3.3 and 4.3.4, every employee, absent from work through illness for two or more days, shall, on the production of a certificate from a duly qualified medical practitioner (or other evidence to the satisfaction of the Employer) specifying the period or approximate period during which the employee will be unable to work, and subject to the Employer being promptly notified, become entitled to payment in full for all time he or she is so absent from work.

4.3.3 Sick leave shall be cumulative from year to year.

4.3.4 The continuity of employment of an employee with the Employer for sick leave accumulation purposes shall be deemed to be not broken by any of the following:

- (a) Absence from work on leave without pay granted by the Employer;
- (b) The employee having been dismissed or stood down by the Employer, or the employee having himself/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.

4.3.4 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.

4.3.5 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 4.3.2 for any further absences of any length.

require medical certificates per Clause 4.3.2 for any further absences of any length.

4.4 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.

Payment for accrued Long Service Leave shall be made to an employee on resignation following continuous employment with ACM for (5) years or more without being required to demonstrate pressing domestic necessity.

4.5 Bereavement Leave

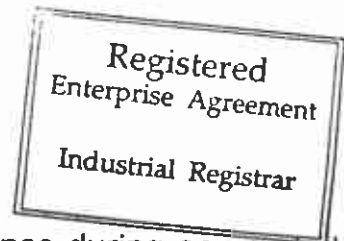
An employee shall, on the death of a wife, husband, defacto partner, mother, father, mother-in-law, father-in-law, brother, sister, child or step-child, or such other close relative as the Employer may approve be entitled, on notice, to leave up to and including the day of the funeral of such relation, 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.

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

4.6 Parental Leave

Employees shall be entitled to unpaid parental leave in accordance with Part 4, Division 1, of the New South Wales Industrial Relations Act 1996.





4.7 Jury Leave

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

During such leave of absence, an employee shall be paid the difference between the jury service fees received and the normal ordinary rate of pay as if working.

An employee shall be required to produce to the Employer proof of jury service fees received and proof of the requirement to attend and attendance on jury service and shall give the Employer notice of such requirement as soon as practicable after receiving notification to attend for jury service.

4.8 Special Leave

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

4.9 Military Leave

Unpaid leave not exceeding two weeks in any one calendar year will be granted by the General Manager of the facility, to employees who are members of the Defence Force Reserves for the purpose of undergoing training or equivalent continuous duty.

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

4.10 Family Leave – Use of Sick Leave

4.10.1 An employee with responsibilities in relation to a class of person set out in 4.10.3 (ii) who needs their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after 24 October, 1995 for absences to provide care and support for such persons when they are ill.

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

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

- (i) the employee being responsible for the care and support of the person concerned; and
- (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a defacto 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
 - (c) a child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent (including foster parent and legal guardian), grandparent, grandchild, or sibling of the employee or spouse or defacto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the defacto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph;
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of the marriage has to blood relatives of the other: and
 - 3. "household" means a family group living in the same domestic dwelling.

4.10.4 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.

4.11 Family Leave - Unpaid Leave for Family Purpose

4.11.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to an ill person set out in 4.10.2 (ii) above.

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4.12 Family Leave - Annual Leave

4.12.1 To give effect to this Clause, but subject to the Annual Holidays Act 1944, an employee may elect, with the consent of the employer, to take annual leave not exceeding five (5) days in any calendar year at a time or times agreed by the parties for the purpose of providing care and support to an ill person set out in 4.10.2.(ii) above.

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4.12.2 Access to annual leave, as prescribed in Clause 4.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.

4.13 Time Off in Lieu of Payment for Overtime

4.13.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.

4.13.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary rate, that is an hour for each hour worked.

4.13.3 An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the agreement, for any overtime worked under Clause 4.13.1 where such time has not been taken within four (4) weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the employer, an employee must elect within six (6) months of accrual, whether to take overtime worked under Clause 4.13.1 above as an overtime payment or as time off work at the ordinary time rate of pay.

4.14 Make-up Time

4.14.1 An employee may elect, with the consent of their employer, to work "make-up time", under which the employee takes time off

ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement, at the ordinary rate of pay.

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Industrial Registrar

4.15 Grievance process

4.15.1 In the event of any dispute arising in connection with any part of this Clause, such dispute shall be processed in accordance with the dispute settling provisions of this Agreement.

PART 5. TRAINING AND PROFESSIONAL DEVELOPMENT

5.1 Induction Clause

An induction program will be provided for new employees.

5.2 Training and Professional Development

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.

Staff shall be provided with opportunities for training and professional development so that they will form a highly skilled, competent and committed work force, experiencing job satisfaction and providing the highest quality service. Staff shall be provided with five (5) days professional development per annum and associated travel and accommodation must be approved by the General Manager.

The parties agree that, wherever possible, training and professional development will be designed to articulate with approved and accredited courses.

This development of staff will be mutually beneficial to both parties and shall not impair the efficient operations of the Centre.

PART 6 MISCELLANEOUS PROVISIONS

6.1 Contract of Employment

ACM may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this agreement. In the event of a crisis, a situation could arise where short term placement contingencies may be required.

Any directions issued by ACM pursuant to this clause shall be consistent with employer's responsibilities to provide a safe and healthy working environment.

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6.2 Saving of Rights

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.

6.3 Declaration

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

6.4 Agreement Modernisation

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

In conjunction with the proposed new Agreement structure the parties are prepared to discuss all matters raised which are designed to increase flexibility; provided that the changes will not be of a negative cost cutting nature, the parties agree that under this heading any agreement matter can be raised for discussion.

6.5 Cooperation and Commitment to Productivity Improvement

The parties to this Enterprise Agreement are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industry covered by this Enterprise Agreement.

Agreement. Participation in productivity improvements would involve assisting in the development and implementation of management systems for facility accreditation to the prescribed Australian (3900 series) Standards and the relevant American Correctional Association (ACA) Standards.

6.6 Agreement to Stand Alone

It is acknowledged by the parties that this Agreement has been developed taking account of the specific requirements associated with the Junee Correctional Centre. The parties acknowledge that many factors considered relevant during discussions are peculiar to this site and will not be used by any party as a precedent in negotiations and/or proceedings relating to any other Correctional and/or Custodial Institution.

6.8 Retrospectivity/Backdating Wages and Salary Payments

The rates of pay contained in Clause 3.1 of this agreement takes 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 as follows:

6% backdated to the 24th October 1997
1% from pay period commencing 15th December 1997.

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Signed for and on behalf of)
Australasian Correctional)
Management Pty Limited)

I. Smith
Ian SMITH
Executive General Manager
Finance and
Commercial Development

11th March '98
DATE

In the presence of:

J. Lijevic
(PRINT WITNESS NAME)

[Signature]
(WITNESS SIGNATURE)

11/3/98.
DATE

Signed for and on behalf of)
The New South Wales)
Independent Education)
Union,)

Patrick Lee
Patrick Lee
Acting General Secretary

21/3/98
DATE

In presence of:

CAROL MATTHEWS
(PRINT WITNESS NAME)

[Signature]
(WITNESS SIGNATURE)

21/3/98.
DATE