

**AUSTRALASIAN CORRECTIONAL MANAGEMENT PTY LIMITED**

**AND**

**THE NEW SOUTH WALES NURSES' ASSOCIATION**

**(No.            of 2002)**

**JUNEE CORRECTIONAL CENTRE**

**NURSES'**

**ENTERPRISE AGREEMENT 2002**

**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    th day of April, 2002, 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").

## **ARRANGEMENT OF AGREEMENT**

### **PART 1**

#### **PRELIMINARY**

1. TITLE
2. INTENT
3. DEFINITIONS
4. AGREEMENT COVERAGE
5. DATE OF OPERATION
6. AGREEMENT POSTING
7. RELATIONSHIP WITH AWARDS AND OTHER AGREEMENTS
8. ANTI-DISCRIMINATION

### **PART 2**

#### **CONTRACT OF EMPLOYMENT**

9. EMPLOYMENT CATEGORIES
10. EMPLOYEE DUTIES
11. TERMINATION OF EMPLOYMENT
12. REDUNDANCY

### **PART 3**

#### **CLASSIFICATION STRUCTURE, RATES OF PAY AND RELATED MATTERS**

13. CLASSIFICATION STRUCTURE & RATES OF PAY
14. PAYMENT OF WAGES
15. PENALTY RATES FOR SHIFT WORK & WEEKEND WORK
16. HIGHER GRADE DUTY ALLOWANCE
17. ANNUAL LEAVE LOADING
18. TRAVELLING TIME & EXPENSES
19. OCCUPATIONAL SUPERANNUATION

### **PART 4**

#### **HOURS OF WORK, MEAL BREAKS AND OVERTIME**

20. HOURS OF WORK
21. LEAVE RESERVED: 12 HOUR SHIFT ROSTER
22. EQUITABLE ROSTERS
23. MEAL BREAKS AND REST PAUSES
24. OVERTIME

## **ARRANGEMENT OF AGREEMENT**

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

- 25. ANNUAL LEAVE
- 26. PUBLIC HOLIDAYS
- 27. SICK LEAVE
- 28. PERSONAL/CARER'S LEAVE
- 29. LONG SERVICE LEAVE
- 30. BEREAVEMENT LEAVE
- 31. PARENTAL LEAVE
- 32. JURY LEAVE
- 33. SPECIAL LEAVE
- 34. MILITARY LEAVE

### **PART 6 TRAINING AND PROFESSIONAL DEVELOPMENT**

- 35. INDUCTION TRAINING
- 36. TRAINING AND PROFESSIONAL DEVELOPMENT

### **PART 7 CONSULTATION AND DISPUTE RESOLUTION**

- 37. INTRODUCTION OF CHANGE
- 38. USE OF ENROLLED NURSES
- 39. STAFFING LEVELS
- 40. DISPUTE SETTLEMENT PROCEDURE

### **PART 8 MISCELLANEOUS PROVISIONS**

- 41. UNIFORMS
- 42. SAVING OF RIGHTS
- 43. AGREEMENT TO STAND ALONE

## **PART 1 PRELIMINARY**

### **1. Title**

This Agreement shall be known as the Junee Correctional Centre Nurses' Enterprise Agreement 2002.

### **2. 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 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.

### **3. Definitions**

3.1 "Agreement" means the Junee Correctional Centre Nurses' Enterprise Agreement 2002.

3.2 "Employer" shall mean Australasian Correctional Management Pty. Limited.

3.3 "Union" shall mean the New South Wales Nurses' Association.

3.4 "Employee(s)" means registered and enrolled nurses employed by Australasian Correctional Management Pty. Limited at the Junee Correctional Centre.

### **4. Agreement Coverage**

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

### **5. Date of Operation**

5.1 This Agreement shall take effect on and from the date of its approval by the Industrial Relations Commission of New South Wales and shall remain in force until 1 June 2004.

5.2 Negotiations towards a new agreement will commence no later than six (6) months prior to the nominal expiry date of this Agreement.

## **6. Agreement Posting**

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

## **7. Relationship with Awards and Other Agreements**

7.1 This Agreement rescinds and replaces the Junee Correctional Centre Nurses' Enterprise Agreement 1999, provided that any right, obligation or liability accrued or incurred thereunder shall not be affected.

7.2 This Agreement operates to the full and total exclusion of the provisions of the Nurses, Other Than in Hospitals, &c., (State) Award.

## **8. Anti-Discrimination**

8.1 It is the intention of the parties to this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

8.2 It follows that in fulfilling their obligations under the dispute resolution procedure set out in this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.

8.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

8.4 Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

8.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

## NOTES-

(a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

(b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

“Nothing in this Act affects ....any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

## **PART 2 CONTRACT OF EMPLOYMENT**

### **9. Employment Categories**

#### 9.1 Full-time employment

Full-time employment will be on a fortnightly basis.

#### 9.2 Part-time employment

9.2.1 A part-time employee is an employee who is 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.

9.2.2 Part-time employees shall be paid the appropriate hourly rate as prescribed in sub-clause 13.2 of this Agreement, with a minimum payment of four hours for each start.

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

9.2.4 Subject to the provisions contained herein, all other provisions of the Agreement relevant to full-time employees shall apply to part-time employees on a pro rata basis.

#### 9.3 Casual employment

9.3.1 A casual employee is an employee engaged by the hour and who works less than 40 hours per week, including paid meal breaks.

9.3.2 Casual employees shall be paid the appropriate hourly rate as prescribed in sub-clause 13.2 of this Agreement plus 15% except for Saturdays, Sundays and public holidays when the hourly rate will be as prescribed in sub-clause 13.2.

9.3.3 A casual employee shall be entitled to the same benefits as to shift penalties and Saturday, Sunday and public holiday rates of pay as a full-time employee under this Agreement. Provided that a casual employee shall be entitled to a

minimum payment as for two hours at the appropriate rate in respect of each start.

9.3.4 Casual employees are not entitled to the provisions of clause 25 Annual Leave and clause 27 Sick Leave but are entitled to long service leave calculated in accordance with applicable statutory provisions.

## **10. Employee Duties**

10.1 The Employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.

10.2 The Employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).

10.3 Any direction issued by the Employer pursuant to clauses 10.1 and 10.2 shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

10.4 Except in cases of urgent nursing treatment, employees will not undertake routine clerical duties outside their approved duty list or position description.

## **11. Termination of Employment**

11.1 Two weeks' notice shall be given by either party of the termination of employment, provided that two weeks' wage may be paid or forfeited in lieu thereof.

11.2 Provided that in cases of serious or wilful misconduct, dishonesty, drunkenness, insubordination, or other similar major breach of rules, standards or the code of conduct, an employee shall be subject to instant dismissal. In such cases wages and annual leave owing will be payable up to the time of dismissal only.

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

11.4 Upon the termination of the services of an employee the Employer shall furnish him/her with a written statement, duly signed by the Employer, setting out the nature and period of his/her employment.

## **12. Redundancy**

Redundancy provisions will be in accordance with the Nurses' (Private Sector) Redundancy (State) Award.

## **PART 3. CLASSIFICATION STRUCTURE, RATES OF PAY AND RELATED MATTERS**

### **13. Classification Structure and Rates of Pay**

#### 13.1 Definitions

- 13.1.1 “Enrolled nurse” means an enrolled nurse with a minimum of three years postgraduate experience in acute health care services, preferably including general and psychiatric nursing.
- 13.1.2 “Registered nurse” means a nurse registered by the Nurses’ Registration Board of NSW under List A.
- 13.1.3 “Clinical nurse specialist” means a registered nurse with a minimum of five years postgraduate experience in acute health care services, including a minimum of two years experience in a correctional facility

OR

Five years postgraduate experience in acute health care services with relevant postgraduate qualifications and a minimum of twelve months experience in a correctional facility.

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
- (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
- (d) guide and instruct other registered nurses as an integral part of their day to day duties and to generally act as a resource for nurses and other correctional staff; and
- (e) relieve the Health Service Manager if required; and
- (f) maintain health service computer data where relevant; and
- (g) perform quality assurance activities.

The CNS position is not subject to vacancy but rather on the individual being able to demonstrate and maintain the above qualities prior to advancing to this classification. The requirements of the position must continue to be met in order to maintain the grading and the position is subject to a satisfactory annual performance appraisal.

#### 13.2 Rates of pay

- 13.2.1 Rates of pay shall be those prescribed in Annexure 1 to this Agreement on and from the dates set out therein.
- 13.2.2 The parties have agreed that the first increase to rates of pay shall apply by administrative action from the beginning of the first pay period commencing on or after 1 June 2001.

### 13.3 Transitional arrangements

- 13.3.1 The enrolled nurse/registered nurse incremental scale and associated rates of pay in this Agreement, including shift and weekend penalties and annual leave loading, replace the correctional registered nurse classification structure and the annualised pay system.
- 13.3.2 Provided that an employee on a higher rate of pay will not have that rate of pay reduced as a result of the making of this Agreement. Such rate will be fixed until such time as the total remuneration payable under this Agreement exceeds that rate.
- 13.3.3 The year of service for the purpose of the incremental scale will be the year of service for the purposes of sub-clause 13.2 Rates of pay. In particular this clause will not affect the definition of service for the purposes of clause 25 Annual leave, clause 27 Sick leave or clause 29 Long service leave.

## 14. Payment of Wages

- 14.1 Wages will be paid on a fortnightly basis, not later than close of business on Wednesday.
- 14.2 Provided that payment for any overtime worked may be deferred to the pay day next following the completion of the working cycle within which such overtime is worked.
- 14.3 Wages will be paid by way of electronic funds transfer into a nominated bank account or by cheque or by cash, with the method of payment to be at the discretion of the Employer.
- 14.4 In the event of payment by cheque, the Employer will issue to the employee such cheque on or before close of business on Wednesday of the week such payment is normally made.
- 14.5 Upon termination of employment, all wages and other payments due to the employee will be paid not later than one working day after such termination, unless the employee requests otherwise.

## 15. Penalty Rates for Shift Work and Weekend Work

- 15.1 Employees working afternoon or night shift will be paid the following percentages in addition to the ordinary rate for such shift; provided that employees who work less than 40 hours per week will only be entitled to the additional rates where their shifts commence prior to 6am or finish at or after 6pm:

Afternoon shift commencing at 10am and before 1pm - 10%.

Afternoon shift commencing at 1pm and before 4pm - 12.5%.

Nightshift commencing at 4pm and before 4am - 15%.

Nightshift commencing at 4am and before 6am - 10%.

15.2 "Ordinary rate" and "ordinary time" will not include any percentage addition by reason of the fact that an employee works less than 40 hours per week.

15.3 For the purpose of this clause day, afternoon and night shifts will be defined as follows:

"Day shift" means a shift which commences at or after 6am and before 10am.

"Afternoon shift" means a shift which commences at or after 10am and before 4pm.

"Night shift" means a shift which commences at or after 4pm and before 6am on the day following.

15.4 Employees whose ordinary working hours include work on a Saturday and/or Sunday will be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in sub-clause 15.1.

15.5 The additional payments prescribed by this clause will not form part of the employee's ordinary pay for the purposes of this Agreement, except as provided for in clause 25 Annual leave.

## **16. Higher Grade Duty Allowance**

16.1 An employee who is called upon to relieve the health services manager ("HSM") or who is called upon to act in a vacant position of HSM for a period of at least five (5) consecutive working days will be entitled to receive for the period of relief or the period during which he/she so acts the minimum payment for HSM.

16.2 Provided that an employee who is entitled to receive the payment provided for in sub-clause 16.1 may elect to continue to receive their normal rate of pay.

## **17. Annual Leave Loading**

17.1 Annual leave loading is payable in addition to the pay for the period of holiday given and taken and due to the employee in accordance with sub-clause 25.1 of clause 25 Annual leave of this Agreement.

17.2 The loading is to be calculated at the rate of 17.5% of the appropriate ordinary weekly time rate prescribed by this Agreement for the classification in which the employee was employed immediately before commencing his/her annual holiday.

## **18. Travelling Time and Expenses**

- 18.1 Employees travelling under the instructions of the Employer shall be deemed to be working whilst so travelling so far as they may be travelling during the ordinary hours of duty.
- 18.2 All reasonable fares incurred by employees whilst travelling on ACM's business shall be reimbursed by the Employer as follows:
- 18.2.1 on passenger coaches normal fare shall be reimbursed;
  - 18.2.2 on trains first class (with sleeping berths if available) shall be reimbursed; and
  - 18.2.3 on passenger aircraft economy class shall be reimbursed.
- 18.3 An employee who is required by the Employer, 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.
- 18.4 If an employee is required in the course of their work to remain away from home overnight, he or she shall be reimbursed by the Employer for all reasonable expenses incurred in obtaining board and accommodation in accordance with the Employer's policy relating to per diem expenses and the provisions of the employee handbook.
- 18.5 A full-time or part-time employee who is required by the Employer to commence and cease work at other than the Junee Correctional Centre shall in addition to all other entitlements, be paid for all time in excess of that normally taken to travel between his or her residence and the Junee Correctional Centre at the ordinary time rate. 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.

## **19. Occupational Superannuation**

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

## **PART 4. HOURS OF WORK, MEAL BREAKS AND OVERTIME**

### **20. Hours of Work**

- 20.1 The ordinary hours of work for employees, inclusive of meal times, shall be an average of forty (40) hours per week over the six week roster cycle.
- 20.2 The hours of work prescribed in this clause shall, where possible, be arranged in such a manner that in each roster cycle of six weeks each employee shall not work his or her ordinary hours of work on more than thirty days in the cycle.
- 20.3 The hours of duty each day shall be continuous.
- 20.4 The Employer may determine the shift length to be worked up to a maximum of eight (8) ordinary hours, provided that a ten (10) hour night shift may be implemented.
- 20.5 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.
- 20.6 The break between each rostered shift shall be not less than eight (8) consecutive hours. If on the instruction of the Employer an employee resumes or continues to work without having had such eight consecutive hours off duty he or she shall be paid at the rate of time and one half until released from duty for such period and he or she shall then be entitled to be absent until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 20.7 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.
- 20.8 It is agreed that in emergency circumstances, or where another employee is absent from duty on account of illness, an employee may be required to temporarily work additional and/or altered shifts. To assist employees, the Employer 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 in all circumstances. Provided that where any such shift alteration involves an employee working on a day off, the day off in lieu thereof shall be as mutually arranged.
- 20.9 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.
- 20.10 An employee who volunteers for training on his or her rostered day off shall be paid during that training period at ordinary time. An employee who is required to attend training courses on his or her rostered day off shall either be paid at the rate of time and one half with minimum

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

## **21. Leave Reserved: 12 Hour Shift Roster**

- 21.1 In the event that the Employer requires the introduction of a 12 hour shift roster at Junee Correctional Centre, the Employer will reach agreement with the Union on shift patterns, based on a 240 hour 6 week cycle, overtime and meal breaks, prior to the introduction of such roster. No other terms or conditions of the Agreement will be addressed.
- 21.2 Provided that no current employee as at the date of commencement of this Agreement will be compelled to work a 12 hour shift roster.
- 21.3 Provided further that no current employee as at the date of commencement of this Agreement will suffer a reduction in his or her remuneration as a consequence of the introduction of a 40 hour week, 12 hour shift roster at Junee Correctional Centre.

## **22. Equitable Rosters**

- 22.1 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.
- 22.2 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.

## **23. Meal Breaks and Rest Pauses**

- 23.1 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 Health Services Manager but no sooner than four (4) hours nor later than six (6) hours after the commencement of work.
- 23.2 All full-time employees shall be entitled to a rest pause of ten (10) minutes' duration in each of the first and second half of their shift. No deduction of pay shall be made for each rest pause so taken.
- 23.3 A part-time or casual employee engaged for a period of not more than four (4) hours shall be entitled to a rest pause of ten (10) minutes' duration. A part-time or casual employee who is engaged for a period of more than four (4) hours, but not exceeding a full shift shall be entitled to a rest pause of ten (10) minutes' duration in each of the first and second half of his or her engagement.
- 23.4 Rest pauses shall be taken at such times so as to not interfere with continuity of work where continuity is deemed to be necessary.

## **24. Overtime**

- 24.1 All time worked by employees other than casuals in excess of 40 ordinary hours per week shall be paid for at the rate of time and a half. Provided that all work performed by a casual employee in excess of a full shift in any one day or eighty (80) hours in any two week period shall be paid for at the rate of time and one half.
- 24.2 Overtime may be taken as time in lieu if mutually agreed between the Health Services 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.
- 24.3 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 if a meal is not provided the employee shall be paid an allowance of \$7.00.
- 24.4 Any employee other than a casual employee who is recalled to perform duty after completing his or her normal shift or who is called in on any leave day or off duty day shall be paid at the rate of time and one half based on the applicable shift hourly rate for such duty. A minimum payment of four (4) hours shall apply.

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

### **25. Annual Leave**

- 25.1 Annual leave on full pay is to be granted on completion of each twelve months service as follows:
  - 25.1.1 Full-time employees required to regularly work on a seven day, 24 hour roster basis will be entitled to five weeks annual leave.
  - 25.1.2 All other full-time employees (non-shiftworkers) will be entitled to four weeks annual leave.
  - 25.1.3 Part-time employees will be entitled to annual leave in accordance with this sub-clause on a proportionate basis.
  - 25.1.4 Provided that no employee shall suffer a reduction in his or her annual leave entitlement as a result of the making of this Agreement.
- 25.2 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 the Employer and employee so agree in either two, three or four separate periods but not otherwise.
- 25.3 Annual leave shall be given and shall be taken within a period of six (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.

- 25.4 The Employer shall give each employee, where practicable, two months' notice of the date upon which he or she shall enter upon leave and in any event such notice shall not be less than 28 days.
- 25.5 An employee on leave shall be paid fortnightly for the period of the leave at the ordinary rate of pay to which he or she is entitled under this Agreement. Application for pay in advance must be made by the employee before proceeding on leave.

## **26. Public Holidays**

- 26.1 Employees will be entitled to the following public holidays without loss of pay: New Year's Day, Australia Day, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Labour Day, Christmas Day and Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days and any other day(s) proclaimed as public holidays for the State of New South Wales.
- 26.2 All work done by an employee on a public holiday shall be paid for at the rate of double time and one half or in accordance with sub-clauses 26.3 and 26.4.
- 26.3 Should any of the public holidays mentioned in sub-clause 26.1 fall on a day on which an employee is rostered off duty, such employee shall, in lieu of such holiday, be entitled to either payment of an extra day's pay or the addition of an extra day to his or her annual leave entitlement or to take a single day off in lieu. This time in lieu should be taken by mutual agreement between the Health Services 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.
- 26.4 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 Health Services 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.

## **27. Sick Leave**

- 27.1 Full-time and part-time employees will be entitled to ten (10) days sick leave on full pay in each year of service.
- 27.2 An employee will not be entitled to sick leave until after three (3) months' continuous service.
- 27.3 Any sick leave which is not taken by an employee shall accrue from year to year.

27.4 An employee shall, within 24 hours of the commencement of absence, inform the Employer of his/her inability to attend for duty and, as far as possible, state the nature of the illness or incapacity and the estimated duration of the absence.

27.5 An employee shall prove to the satisfaction of the Employer (or in the event of a dispute to the Industrial Relations Commission) that he/she is or was unable, on account of such illness or incapacity, to attend for duty on the day or days for which payment under this clause is claimed.

## **28. Personal/Carer's Leave**

### **28.1 Use of Sick Leave**

28.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in sub-paragraph 28.1.3(ii), who needs the employee's care and support, shall be entitled to use, in accordance with this sub-clause, any current or accrued sick leave entitlement, 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.

28.1.2 The employee shall, if required, establish either 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 sub-clause where another person has taken leave to care for the same person.

28.1.3 The entitlement to use sick leave in accordance with this sub-clause 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 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
  - (c) 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
  - (d) a same sex partner who lives with the employee as the de facto 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 sub-paragraph:

1. "relative" means a person related by blood, marriage or affinity;
2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
3. "household" means a family group living in the same domestic dwelling.

28.1.4 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.

## 28.2 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 sub-paragraph 28.1.3(ii) who is ill.

## 28.3 Annual Leave

28.3.1 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.

28.3.2 Access to annual leave, as prescribed in sub-paragraph 28.3.1, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

28.3.3 An employee and the 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.

#### 28.4 Time Off in Lieu of Payment for Overtime

- 28.4.1 For the purpose only of providing care and support for a person in accordance with sub-clause 28.1, and despite the provisions of sub-clause 24.2 of this Agreement, the following provisions shall apply.
- 28.4.2 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 within 12 months of the said election.
- 28.4.3 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- 28.4.4 If, having elected to take time as leave in accordance with sub-paragraph 28.4.1, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- 28.4.5 Where no election is made in accordance with sub-paragraph 28.4.1, the employee shall be paid overtime rates in accordance with this Agreement.

#### 28.5 Make-up Time

- 28.5.1 An employee 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, during the spread of ordinary hours provided in this Agreement, at the ordinary rate of pay.
- 28.5.2 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.

### **29. 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 Leave Act 1955*, as amended.

### **30. Bereavement Leave**

- 30.1 An employee shall on the death of a wife, husband, de facto 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, upon notification to the Employer, 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.

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

**31. Parental Leave**

Employees shall be entitled to unpaid parental leave in accordance with Chapter 2, Part 4, of the *Industrial Relations Act 1996 (NSW)*.

**32. Jury Leave**

32.1 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 employee's hourly rate of pay.

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

**33. Special Leave**

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

**34. Military Leave**

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

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

**PART 6. TRAINING AND PROFESSIONAL DEVELOPMENT**

**35. Induction Clause**

An induction program will be provided for new employees.

**36. Training and Professional Development**

36.1 The parties acknowledge a commitment to training and professional development for all staff of the Junee Correctional Centre. Staff recognise their obligation to maintain and update their skills. The Employer recognises its obligations to provide staff with opportunities to maintain and update their skills in accordance with ACM staff development policies.

36.2 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.

- 36.3 The parties agree that, wherever possible, training and professional development will be designed to articulate with approved and accredited courses such as those facilitated or delivered by organisations including but not limited to the New South Wales College of Nursing or staff development units that are part of Area Health Services.
- 36.4 This development of staff will be mutually beneficial to both parties and shall not impair the efficient operations of the Centre.
- 36.5 Full-time employees will be given the opportunity to attend forty (40) hours paid training per year, provided that the normal operations of the Health Centre shall not be affected. Part-time employees are entitled to paid training on a pro rated basis.

## **PART 7 CONSULTATION AND DISPUTE RESOLUTION**

### **37. Introduction of Change**

#### **37.1 Employer's duty to notify**

37.1.1 Where the 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.

37.1.2 "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 this Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

#### **37.2 Employer's duty to discuss change**

37.2.1 The Employer shall discuss with the employees affected and the Union, inter alia, the introduction of the changes referred to in sub-clause 37.1, 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.

37.2.2 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 sub-clause 37.1.

37.2.3 For the purpose of such discussion, the Employer shall provide to the employees concerned and the Union, 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 the Employer shall not be required to disclose confidential information the disclosure of which would adversely affect the Employer.

### **38. Use of Enrolled Nurses**

In the event that the Employer proposes an expansion in the role of enrolled nurses at Junee Correctional Centre, clause 37 of this Agreement [Introduction of Change] will be invoked.

### **39. Staffing Levels**

Any significant increase in inmate numbers or any significant change in the type of inmate population at Junee Correctional Centre will require the Employer to consult with employees and the Union in accordance with clause 37 Introduction of Change in relation to staffing structures.

### **40. Dispute Settlement Procedure**

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

40.1.1 Any potential industrial dispute shall be discussed in the first instance by the employee(s) and the immediate supervisor.

40.1.2 If unable to be resolved at that level the matter(s) shall be referred to the employee's respective department manager or his/her representative for further consideration.

40.1.3 If unable to be resolved at that level the matter(s) shall be referred to the Centre General Manager within 48 hours for decision.

40.1.4 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.

40.1.5 If there is no resolution then the NSW Industrial Relations Commission will be notified.

40.2 At any stage during the process outlined in sub-clause 40.1, an employee may be assisted by a fellow employee or Union representative.

40.3 The employees undertake that no industrial action will be taken while the steps outlined in sub-clause 40.1 are being followed and both parties agree to comply with orders/recommendations of the Industrial Relations Commission.

## **PART 8 MISCELLANEOUS PROVISIONS**

### **41. Uniforms**

Where employees are required to wear a uniform, an adequate uniform issue shall be provided by the Employer upon commencing employment. All issues shall at all times remain the property of the Employer. Additional issues of uniforms shall be made on the basis of fair wear and tear. Employees shall upon cessation of employment be required to return all uniforms issued to them.

**42. Saving of Rights**

No staff member shall suffer a reduction in his or her rate of pay or a diminution in his or her condition of employment as a consequence of the making of this Agreement.

**43. Agreement to Stand Alone**

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

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

\_\_\_\_\_  
**Kevin Lewis**  
Managing Director

\_\_\_\_\_  
DATE

In the presence of:

\_\_\_\_\_  
(PRINT WITNESS NAME)

\_\_\_\_\_  
(WITNESS SIGNATURE)

DATE

Signed for and on behalf of )  
The New South Wales )  
Nurses' Association )

\_\_\_\_\_  
**Sandra Moait**  
General Secretary

\_\_\_\_\_  
DATE

In presence of:

\_\_\_\_\_  
(PRINT WITNESS NAME)

\_\_\_\_\_  
(WITNESS SIGNATURE)

\_\_\_\_\_  
DATE

**ANNEXURE 1**

	From June 1 2001		June 1 2002		June 1 2003	
	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
Enrolled Nurse	654.53	16.36	667.62	16.69	680.97	17.02
Reg Nurse						
Year 1	652.53	16.31	665.58	16.64	678.89	16.97
Year 2	688.11	17.20	701.87	17.55	715.90	17.90
Year 3	723.58	18.09	738.05	18.45	752.81	18.82
Year 4	761.58	19.04	776.81	19.42	792.35	19.81
Year 5	799.26	19.98	815.25	20.38	831.55	20.79
Year 6	837.05	20.93	853.79	21.34	870.87	21.77
Year 7	880.11	22.00	897.71	22.44	915.66	22.89
Year 8	916.32	22.91	934.64	23.37	953.33	23.83
CNS	953.79	23.84	972.87	24.32	992.32	24.81