

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/138

**TITLE: LHMU Junee Correctional Centre - Correctional Officers -  
2006 Enterprise Agreement**

**I.R.C. NO:** IRC6/985

**DATE APPROVED/COMMENCEMENT:** 17 March 2006 / 17 March 2006

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VARIATION:** New.

**GAZETTAL REFERENCE:** 14 April 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 32

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to employees employed by The GEO Group Australia Pty Ltd., who are engaged as Trainee Correctional Officers, Correctional Officer and Correctional Supervisors only, who fall within the coverage of the Junee Correctional Centre - Correctional Officers - 2005 Enterprise Award.

**PARTIES:** GEO Australia Pty Ltd -&- the Liquor, Hospitality and Miscellaneous Union, New South Wales Branch

# **LHMU JUNEE CORRECTIONAL CENTRE - CORRECTIONAL OFFICERS - 2006 ENTERPRISE AGREEMENT**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Liquor Hospitality and Miscellaneous Union NSW Branch.

(No. IRC 985of 2006)

## **ENTERPRISE AGREEMENT**

### **Arrangement**

Clause No.      Subject Matter

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## PART A

### SECTION 1 - PRELIMINARY

#### 1.1 Title

This Enterprise Agreement shall be known as the LHMU Junee Correctional Centre - Correctional Officers - 2006 Enterprise Agreement

#### 1.2. Enterprise Agreement Coverage

This Enterprise Agreement shall be binding on the Company, the employees covered under Clause 2.1 below, and the Union in connection with or incidental to the provision of correctional management services at the Junee Correctional Centre.

#### 1.3.. Date of Operation

This Enterprise Agreement shall operate from 1 July 2005 and shall remain in force until 30 June 2008.

#### **1.4. Enterprise Agreement Posting**

A true copy of this Enterprise Agreement shall be exhibited in a conspicuous and convenient place on the premises of the Company so as to be easily read by employees.

#### **1.5. Definitions**

- 1.5.1 "Trainee Correctional Officer" shall mean a person who meets the qualifications of the Company and/or the New South Wales Department of Corrective Services for employment as a Trainee Correctional Officer and who is directly employed by the Company for a period of not less than (8) weeks of pre-service training in custodial correctional services.
- 1.5.2 "Probation" shall mean a period not exceeding three (3) months from the commencement of the employment relationship following completion of pre service training to carry out the duties associated with the provision of custodial correctional services within the Centre
- 1.5.3 "Correctional Officer" shall mean an employee appointed by the Company to a position covered by the classification structure provided under Clause 2.1 of this Enterprise Agreement.
- 1.5.4 "Casual Employee" shall mean an employee who is engaged by the hour for a period not less than four (4) hours and up to a maximum of twelve (12) hours for each engagement, and for less than forty (40) hours in any one week up until the introduction of the 38 hour week commencing from the first roster cycle to commence on or after 31 December 2006; or less than thirty eight (38) hours in any one week subsequent to the introduction of the 38 hour week, whose appointment is made on an intermittent or irregular basis to meet unforeseen requirements for staffing and who, when so engaged for a period of work, does not acquire as a consequence of that engagement any legal entitlement to be offered any further period of employment.
- 1.5.5 "Permanent employee" shall mean an employee who is appointed on an ongoing basis with no conditions being placed on the tenure of the employment
- 1.5.6 "Permanent Part Time Employee" shall mean an employee appointed on a continuing basis to work an agreed number of ordinary time hours per week, being not less than an average of 16 ordinary time hours and not more than an average of 39 ordinary time hours per week up until the introduction of the 38 hour week commencing from the first roster cycle to commence on or after 31 December 2006, and not more than an average of 37 ordinary time hours per week thereafter; such times to be averaged over a six week period.
- 1.5.7 "Full Time Employee" shall mean an employee engaged to work an average of forty (40) hours per week up until the introduction of the 38 hour week commencing from the first roster cycle to commence on or after 31 December 2006, and thirty eight (38) hours thereafter, during not more than an average of five (5) shifts per week
- 1.5.8 "Fixed Term" means an appointment for a specified period or to fulfil a specified task of limited duration.
- 1.5.9 "Union" means the Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, industrial organisation of employees
- 1.5.10 "Company" means The GEO Group Australia Pty Ltd
- 1.5.11 "TUTA" means the Trade Union Training Authority or such other Union training as agreed to by the parties.

#### **1.6. No Extra Claims**

The parties to this Enterprise Agreement undertake not to pursue any further claims for wage increases or changes to conditions of employment during the nominal life of this Enterprise Agreement including but not

limited to any increases in terms and conditions made available under any State Wage Case Decision or decision of the Australian Fair Pay Commission.

## **SECTION 2 - WAGES AND CONDITIONS OF EMPLOYMENT**

### **2.1. Classification Structure**

Employees employed under the provisions of this Enterprise Agreement shall be appointed as either a Trainee Correctional Officer, Correctional Officer One, Correctional Officer Two, Correctional Officer Three or Correctional Supervisor. Correctional Officers One, Two, and Three and Correctional Supervisors shall be required to carry out the duties and responsibilities included in the generic duty statements attached to this Enterprise Agreement as Schedule One, to the extent which is appropriate for the particular employee's training and experience.

2.1.1 Trainee Correctional Officers shall be directly employed by the Company for a period of not less than eight (8) weeks for the purpose of undertaking pre-service training in custodial correctional services. Persons appointed to this level shall be required to meet the qualifications of the Company and/or of the New South Wales Department of Corrective Services for engagement as a Trainee Correctional Officer.

2.1.2 Correctional Officer One:

2.1.2.1 Initial employment as a Correctional Officer will normally be to the first step of this level and during the next three months of any such appointment the employee's employment will normally be on a probationary basis, in accordance with the provisions of this agreement covering probationary employees.

2.1.2.2 In the case of employees who hold acceptable qualifications at the time of engagement, or may have suitable experience, the requirement to complete a probationary period may be waived, in whole or in part, at the discretion of the Company

2.1.2.3 Appointments to this level should be subject to the person having successfully completed the pre service training provided by the Company to a Trainee Correctional Officer, or to the person having had training and/or experience deemed by the Company to be equivalent to that provided by the Company to a Trainee Correctional Officer.

2.1.2.4 An employee at this level shall be required, during the course of their employment to undertake the training specified and shall carry out the duties of a Correctional Officer as specified in Schedule 1 of this Enterprise Agreement under regular supervision.

2.1.2.5 A full time employee appointed to this level will be required to complete Certificate III in Correctional Practice within 12 months of engagement. A part-time/casual employee will be required to complete certificate III in Correctional Practice within the pro-rata equivalent of 12 months of full time service with The GEO Group Australia Pty Ltd.

2.1.3 Correctional Officer Two:

2.1.3.1 A full time employee appointed to this level must have completed Certificate III in Correctional Practice.

2.1.3.2 Notwithstanding the above paragraph an appointment may be made by the Company to the classification of Correctional Officer Two where the appointee holds qualifications and/or experience deemed by the Company to be appropriate for such appointment.

2.1.3.3 An employee who is classified as a Correctional Officer One and who has completed the required 12 months service with The GEO Group Australia Pty Ltd and is denied promotion to the Correctional Officer Two level shall have access to an appropriate appeals procedure.

2.1.3.4 An employee at this level shall carry out the duties of a Correctional Officer as specified in Schedule 1 of this Enterprise Agreement.

2.1.4 Correctional Officer Three:

2.1.4.1 Appointment to this level is conditional upon an employee who has completed one year of continual satisfactory service with The GEO Group Australia Pty Ltd as a Correctional Officer Two.

2.1.4.2 Notwithstanding the above paragraph an appointment may be made by the Company to the classification of Correctional Officer Three where the appointee holds qualifications and/or experience deemed by the Company to be appropriate for such appointment.

2.1.4.3 An employee at this level shall carry out the duties of a Correctional Officer as specified in Schedule 1 of this Enterprise Agreement.

2.1.5 Correctional Supervisor:

2.1.5.1 Appointment to this level shall be subject to the existence of a vacancy and to the Company being satisfied that the employee has had sufficient experience and meritorious service to warrant such appointment and has successfully completed Certificate III in Correctional Practice.

2.1.5.2 All appointments will be made in accordance with the Company's merit selection and EEO policies and shall normally be subject to the person having successfully completed the training and having passed the examinations determined by the Company from time to time to be appropriate for this level, which training will comprise the Company's Supervisor's Course and Certificate IV in Correctional Practice, to be completed within 12 months of appointment. Provided further that in determining what training is appropriate and what examinations are to be set the Company shall have regard only to the requirements of the job and shall not set standards which are inappropriate or which are so high as to be practically unattainable by relevant employees at Junee Correctional Centre.

2.1.5.3 An employee at this level shall carry out the duties of a Correctional Supervisor as specified in Schedule 1 of this Enterprise Agreement.

## **2.2. Wages**

2.2.1 Penalty Rates and Loadings: the rates of pay prescribed in Table 1 of Part B - Rates of Pay, - of this Enterprise Agreement constitute an annualised salary based on a 40 hour week, up until the introduction of the 38 hour week commencing from the first roster cycle to commence on or after 31 December 2006 and a 38 hour week thereafter; and are inclusive of a component in lieu of weekend penalties, shift allowances and annual leave loading, and no additional penalties and/or loadings are payable in relation to these matters.

2.2.2 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 account at the discretion of the Company. In the event of payment by cheque, the Company 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. Contract of Employment:**

2.4.1 Full Time Employees: full time employees employed within the classifications covered by this Enterprise Agreement shall be paid the rate of pay as prescribed in Table 1 of Part B - Rates of Pay, - of this Enterprise Agreement.

#### 2.4.2 Part Time Employees:

- 2.4.2.1. Ordinary Time Rate of Pay: part time employees shall be paid, for each hour of ordinary time worked, 1/40th of the weekly rate for the relevant classification prescribed under Table 1 of Part 2 of this Enterprise Agreement up until the introduction of the 38 hour week commencing from the first roster cycle to commence on or after 31 December 2006 and 1/38<sup>th</sup> of the weekly rate thereafter.
- 2.4.2.2. Pro-rata Leave Entitlements: part time employees shall be entitled to pro-rata annual, sick and long service entitlements, as prescribed by this Enterprise Agreement, calculated in accordance with the proportion of full time employee's hours they so work.
- 2.4.2.3. Other Enterprise Agreement Provisions: subject to the provisions of subclause 2.4.2.1 and 2.4.2.2 above, all other provisions of the Enterprise Agreement applicable to full time permanent employees shall apply equally to part time employees.

2.4.3 Fixed Term: An employee may be appointed to a full-time or part-time position for a specified period or to fulfil a specified task of limited duration, and in such cases the employee's appointment shall terminate at the end of the specified period or on completion of the specified task. Provided that nothing in this clause shall be read as preventing a fixed term employee from applying for and being appointed to a continuing position during the term of their fixed term appointment.

#### 2.4.4 Casual Employees

- 2.4.4.1 Ordinary Time Rate of Pay: casual employees shall be paid, for each hour of ordinary time worked, 1/40th of the weekly rate for the relevant classification level prescribed under Table 1 of Part 2 of this Enterprise Agreement up until the introduction of the 38 hour week commencing from the first roster cycle to commence on or after 31 December 2006 and 1/38<sup>th</sup> of the weekly rate thereafter; plus a casual loading of 15%.
- 2.4.4.2 Pay-in-Lieu of Annual Leave: in addition to the amount prescribed under Clause 2.4.4.1 casual employees shall be paid an amount equal to 1/12 of the casual ordinary time hourly rate for each hour of ordinary time worked, in accordance with the provisions of the Annual Leave Act applicable to casual employees.
- 2.4.4.3 Ordinary Time Hours of Work for casual employees shall be less than 40 hours per week including paid meal break, up until the introduction of the 38 hour week commencing from the first roster cycle to commence on or after 31 December 2006 and 38 hours per week thereafter.
- 2.4.4.4 Ratio of Casual to Permanent Employees: The ratio of casuals to permanent employees to be 15:100 and no new casuals are to be recruited until that ratio is achieved.
- 2.4.4.5 Permanent Employees to be sourced from June casual pool: Full time permanent positions that become available will be filled from the casual pool of employees, which are on the company's payroll as at 25 June, 2002, on the basis of 12-hour shifts.

2.4.5 Variation of Hours - Permanent Employees: the hours per week for which a weekly employee is engaged shall constitute a term of the employee's contract of employment and shall only be varied in accordance with the law governing variation of such contracts.

#### 2.4.6 Probation:

- 2.4.6.1 Appointment: person who has successfully completed the Company's pre-service training may be appointed as a continuing full time or part time employee for a probationary period not exceeding three (3) months, to carry out the duties associated with the provision of custodial correctional services within the Centre.

- 2.4.6.2 Prior Casual Employment: a person who has successfully completed the Company's pre-service training may also be offered casual employment within the provisions of this Enterprise Agreement. In such cases, if the employee is subsequently appointed to a continuing position then the maximum probationary period shall be reduced by one week for each 40 hours worked as a casual employee, up until the introduction of the 38 hour week commencing from the first roster cycle to commence on or after 31 December 2006 and 38 hours worked as a casual employee thereafter.
- 2.4.6.3 Performance Reports: during the probationary period each probationary employee's performance will be continually monitored and any deficiency will be brought to the attention of the employee, and the employee shall be advised as to what changes are required in his/her performance in order to correct the deficiency.
- 2.4.7 Trainee Correctional Officer:
- 2.4.7.1 Appointment: a person who meets the qualifications of the Company and/or the New South Wales Department of Corrective Services for employment as a Trainee Correctional Officer may be directly employed by the Company for a period of not less than (8) weeks of pre-service training in custodial correctional services.
- 2.4.7.2 Ordinary Time Rate of Pay: Trainee Correctional Officers who are engaged within the coverage of this Enterprise Agreement shall be paid the rate of pay as prescribed for such employees in Table 1 of Part B - Rates of Pay, - of this Enterprise Agreement.
- 2.4.8 Use of Available Skills:
- 2.4.8.1 The Company may direct an employee to carry out such duties as are reasonable within the limits of the employee's skill, competence and training.
- 2.4.8.2 The Company 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).
- 2.4.8.3 Any direction issued by the Company pursuant to clauses 2.4.8.1 and 2.4.8.2 shall be consistent with the Company's responsibilities to provide a safe and healthy working environment.

## **2.5. Staffing Levels - Occupational Healthy and Safety Requirements.**

Legal Obligations: The Company shall meet its legal duty under the Occupational Health and Safety Act to provide a safe place of work for its employees and shall staff the facility accordingly.

## **2.6. Hours of Work**

- 2.6.1 Ordinary Hours: Unless otherwise agreed pursuant to Clause 2.6.2 Ordinary Hours Work, including paid meal breaks, shall be eight (8) hours, or twelve (12) hours, in any one day and not more than an average of forty (40) hours per week, up until the introduction of the 38 hour week commencing from the first roster cycle to commence on or after 31 December 2006 and an average of thirty eight (38) hours thereafter; averaged over a six week period, and shall be worked continuously.
- 2.6.2 Variation of Full Time Ordinary Hours: By mutual agreement between the parties to this Enterprise Agreement, ordinary hours of work other than eight (8) hours or twelve (12) hours per day (not to exceed 12 hours per shift) including paid meal breaks, may be worked with maximum of two hundred and forty (240) ordinary hours over a six (6) week period.
- 2.6.3 Rosters:
- 2.6.3.1 The ordinary working hours of employees shall be worked in accordance with a roster established by a committee comprised of two (2) management and two (2) employee



representatives. A copy of this roster shall be posted in a conspicuous place accessible to employees. The roster shall allow each employee two whole consecutive days off in each week, provided that in lieu of two whole days off in each week, an employee may be allowed in each fortnightly period either one day off in one week and three consecutive days off in the other week or four consecutive days off, provided further that two consecutive days off, one at the end of one week and one at the beginning of the following week, may be counted as meeting the requirements of this Clause. Unless otherwise agreed, an employee shall not be required to work more than seven (7) shifts on consecutive days in any fortnightly period.

2.6.3.2 The Company is required to facilitate partners working on the same shift:

2.6.3.2.1 if requested

2.6.3.2.2 not as superior/subordinate in the same department; and

2.6.3.2.3 provided there is no abuse of that privilege by the individuals involved

2.6.4 Commencement and Cessation of Duty: Correctional Officers shall start and cease duty in the muster room 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. Travelling time in excess of that normally required to report for work at the Junee Correctional Centre to and from such locations shall be counted as time worked. Officers 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.

2.6.5 Training on Rostered Days Off: 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 be paid at the rate of time and half with minimum payment of three (3) hours or shall be given equal time off (ie at the rate of one and a half hours off for every hour of training) within the following ten days.

2.6.6 Employees Exempted from 12 hour shift: Following a trial of shifts of twelve ordinary hours which commenced on 28 June 2002 and concluded on 17 August 2004, it is agreed all permanent employees, except those identified in Schedule 2 to this Enterprise Agreement, may be required by the employer to work shifts of either eight or twelve ordinary hours duration.

2.6.6.1 Employees identified in Schedule 2 all commenced permanent employment prior to 28 June 2002 and have been exempted due to individual circumstances.

2.6.6.2 The employer will wherever possible accommodate a request from an employee identified in Schedule 2 to transfer to twelve hour shifts. Once such a request has been made and granted, a return to shifts of eight ordinary hours may occur only by agreement of the parties.

2.6.6.3 Any employee identified through the process set out in subclause 2.6.6.2 as not wishing to work shifts of greater than eight (8) ordinary hours duration will have their circumstances reviewed by a committee, to be known as the "Eight Hour Committee". That committee will be comprised of one (1) management, one (1) employee, and one (1) independent person

2.6.6.4 The union may, on behalf of any employee who disputes the recommendation made by that committee, have that recommendation reviewed by the Industrial Relations Commission pursuant to the provisions of clause 4.7 Disputes/Grievance Procedure of this Enterprise Agreement.

2.6.6.5 An employee who requests a review by the Industrial Relations Commission pursuant to subclause 2.6.6.4 will not be required to work shifts of greater than eight (8) ordinary hours duration whilst the matter is before the Industrial Relations Commission.

2.6.6.6 The Eight Hour Committee shall cease to operate once all outstanding issues before the committee are resolved.

2.6.6.7 An employee who is not rostered to work shifts of twelve (12) ordinary hours, and who subsequently requests to be transferred to twelve (12) hour shifts, will have that request facilitated, subject to availability of positions.

## **2.7. Overtime**

2.7.1 Overtime Loading - Permanent Employees: subject to the provisions of subclauses 2.7.4 and 2.7.5 all time worked by permanent employees in excess of ordinary hours of duty shall be paid for at the rate of time and a half.

2.7.2 Overtime Loading - Casual Employees: Except as set forth in Clause 2.7.5. all work performed by a casual in excess of a full shift in any one day shall be paid for at the rate of time and one half.

2.7.3 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 reasonable meal by the Company or be paid an allowance as prescribed under Item 1 of Table 2 of Part B - Rates of Pay, - of this Enterprise Agreement.

2.7.4 Call Back: an employee recalled from home to perform duty after completing a full shift or on any leave day or off duty day shall be paid at the rate of time one half for such duty with minimum payment of three (3) hours.

2.7.5 Pre-Shift Briefing: Where the Company requires that an Employee report to the muster room for briefing and the transfer of equipment prior to the commencement of his or her shift, such briefing will be carried out at no extra cost to the Company provided the briefing time does not exceed 10 minutes. If the Company requests the employee to report to the muster room for briefing more than 10 minutes prior to the commencement of the employee's shift, the employee shall be entitled to overtime pay for such excess time.

2.7.6 Post Shift Delays: Officers who are required by the Company, on the direction of the Shift Management or other authorised person, to remain on site for any reason whatsoever after the rostered end of their shift shall be paid overtime rates for each quarter hour or part thereof for which they are required to remain on site.

2.7.7 Late Arrivals: Officers who arrive after the commencement of their rostered shift may be directed to remain on duty until completing the normal number of hours for that shift or may have payment deducted for each quarter hour or part thereof for which they are late.

## **2.8. Minimum Break**

An employee who works so much overtime between the termination or ordinary work on one day and the commencement of ordinary work on the next day that such employee has not had at least ten (10) hours off duty between those times, shall, subject to this subclause, be released after the completion of such overtime until the employee has had ten (10) hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer such an employee resumes or continues work without having had ten (10) hours off duty the employee shall be paid at double ordinary time until released from duty for ten (10) hours and such employee shall then be entitled to be absent until the employee has had ten (10) hours off duty without loss of pay for ordinary working time occurring during such absence.

## **2.9. Performance of Higher Duties**

2.9.1 Developmental/Training Prerequisite: an Officer may be required to perform an aggregate of up to fifty six (56) hours of work at a level above their current classification level without additional payment, for the purposes of becoming familiar with the duties required at the higher classification level.

2.9.2 Higher Duties Allowance: subject to subclause 2.9.1. above, an Officer called on to perform work at a level above their current classification level shall be paid the rate prescribed for such higher classification level under Table 1 of Part B - Rates Pay, - of this Enterprise Agreement for all work so performed.

**2.10. Termination of Employment**

Full-time and part-time permanent employees - Termination by Company

2.10.1.1 An employee may be summarily dismissed for serious misconduct, being conduct by the employee of such a nature as would constitute a repudiation by the employee of his or her contract of employment, including but not limited to serious or wilful misconduct, dishonesty, drunkenness, insubordination, or other similar major breach of rules or standards. In such cases the employee shall be entitled only to all salary and holiday pay due to the employee up to the time of such dismissal.

2.10.1.2 Except in the case of summary dismissal for misconduct as provided for in paragraph 2.10.1.1 above, and/or (in the case of redundancy) except to the extent that more beneficial entitlements arise under SECTION 5 - REDUNDANCY PROVISIONS - of this Enterprise Agreement, the Company will give the following notice of termination to permanent employees:

Period of Continuous Service	Period of Notice
Less than 1 Year	1 Week
1 Year but less than 3 years	2 Weeks
3 Years but less than 5 years	3 Weeks
5 Years and over	4 Weeks

Provided that where an employee has had greater than two (2) years continuous service with the Company and is over 45 years of age an additional one (1) week's notice will be provided.

2.10.1.3 Payment may be made in lieu of all or part of the notice prescribed in paragraph 2.10.1.2 above.

2.10.2 Termination of employment by a Permanent Employee: where a permanent employee terminates his/her employment at his/her own discretion, the employee is required to provide the Company with one (1) week's written notice of termination or to forfeit one week's pay in lieu of the said notice.

2.10.3 Probationary Correctional Officer: either party may terminate the employment of a Probationary Correctional Officer by giving not less than one (1) week's prior written notice, or by the payment or forfeiture (as the case may be) of one (1) week's pay in lieu of the said notice.

2.10.4 Trainee Correctional Officer: either party may terminate the employment of a Trainee Correctional Officer by giving not less than two (2) day's prior written notice, or by the payment or forfeiture (as the case may be) of two (2) day's pay in lieu of the said notice.

2.10.5 Casual Correctional Officer: either party may terminate the employment of a Casual Correctional Officer by giving not less than one (1) hour's notice, or by the payment or forfeiture (as the case may be) of one (1) hour's pay in lieu of the said notice.

2.10.6 Certificate of Service: on the termination of employment the Company shall, at the request of the employee, give such employee a statement signed by the Company stating the period of employment, the class of work employed upon and when the employment terminated.

## **2.12. Meal Breaks**

- 2.12.1 All employees required to work a shift of more than four (4) hours shall be allowed a paid break of not less than thirty (30) minutes for a meal during each day, to be taken at a time established by the employee's supervisor, but not sooner than four (4) nor later than six (6) hours after the commencement of work
- 2.12.2 Employees working shifts of twelve (12) ordinary hours duration shall be entitled to two (2) thirty (30) minute paid crib breaks, which may be staggered, and shall be between the third (3rd) and fifth (5th), and eighth (8th) and tenth (10th) hours following commencement of the shift
- 2.12.3 Whenever possible Meal and Crib breaks shall be taken away from inmates, however, the provision of a free meal should remain the norm in circumstances where an officer is required to remain at his/her workplace through their meal break.
- 2.12.4 Where an officer working a 12 hour shift is required to remain at his/her post on more than one occasion in any given calendar month or, if the rosters are monthly, then on more than one occasion during that roster period, that officer would be entitled to receive payment of time and one half ordinary time rate for the duration of that meal break.
- 2.12.5 The penalty rate would be single ordinary time rate for pay for the duration of that meal break for an officer, in similar circumstances, working an 8 hour shift.

## **2.13. Rest Pauses**

- 2.13.1 Full time employees shall be entitled to a rest pause of ten-(10) minute's duration in the Company's time in the first and second half of their daily work. No deduction of pay shall be made for each rest pause so taken.
- 2.13.2 Part time or casual employees engaged for a period of not more than four (4) hours shall be entitled to a rest pause of ten (10) minutes duration in the Company's time.
- 2.13.3 Part time or casual employees engaged for a period of more than four (4) hours and up to a full shift shall be entitled to a rest pause of ten (10) minute's duration in the Company's time in the first and second half of his or her engagement.
- 2.13.4 When taken: rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.

## **2.14. Benevolent Fund**

- 2.14.1 Where an Officer has provided written authority to permit such deductions, the Company shall deduct from such Officers wages each pay period the amount specified in Item 2 of Table 3 of Part B - Rates of Pay, - of this Enterprise Agreement, and shall pay that amount into an approved benevolent fund established for this purpose under the provisions of this Enterprise Agreement.
- 2.14.2 For the purposes of this Clause, the Joint Consultative Committee (established under the provisions of this Enterprise Agreement) shall be responsible for developing rules acceptable to the Union and the Company allowing for the introduction of the benevolent fund. This fund shall be used to support injured or ill Officers who are temporarily without income, and shall recoup the amounts so provided when the Officer again has access to an income. The rules drawn up pursuant to this subclause shall be subject to approval of a majority of the Members of the Union employed by the Company at the time that the fund is established.
- 2.14.3 The Company shall incur no liability as a result of the introduction of the Benevolent Fund.

## **2.15. 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 in accordance with the rules of that Fund, including those rules relating to when payments must be made. The company will facilitate salary sacrifice arrangements for employees making personal superannuation contributions to the Australian Retirement Fund on request of such employee.

## **2.16. Travelling Time and Expenses**

- 2.16.1 Employees travelling under the instructions of the Company shall be deemed to be working while travelling so far as they may be travelling during ordinary hours of duty.
- 2.16.2 All reasonable fares incurred by an employee whilst travelling on the Company's business shall be paid by the company. The fares allowed shall be:
  - 2.16.2.1 On passenger coaches - normal fare:
  - 2.16.2.2 On trains - first class (with sleeping berth if available): and
  - 2.16.2.3 On passenger aircraft - economy class.
- 2.16.3 An employee who is required by the Company, within his ordinary working hours to travel in excess of ten kilometres from the location where he is usually employed, shall be allowed reasonable return fares.
- 2.16.4 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 the Company for all reasonable expenses actually incurred in obtaining board and accommodation. The Company reserves the right to make the necessary arrangements on behalf of the employee and to pay the provider direct.
- 2.16.5 A permanent employee who is required by the Company to commence and cease work at other than the Junee Correctional Centre shall, in addition to all other entitlements, be paid for all time in excess of that normally taken to travel between his or her residence and the Junee Correctional Centre at ordinary time. In addition, if an employee uses his or her own vehicle, such employee shall be paid for all excess travelling at the rate prescribed from time to time by the Commissioner of Taxation. The per diem rate for meals, as prescribed above in Clause 2.16.4 may be payable.
- 2.16.6 An employee who is requested to perform his/her duty away from the facility, such as undertaking escorts, shall be entitled to a per diem meal allowance if they are on duty away from the facility during meal times, at the rates prescribed under Items 2 to 4 Table 2 of Part B - Rates of Pay, Etc - of this Enterprise Agreement, and shall be varied in future in line with the relevant Australian Taxation Office determinations. For the purpose of the Clause only, meal times are defined as:
  - 2.16.6.1 Breakfast between 6:00am and 8:00am
  - 2.16.6.2 Lunch between 12:00 noon and 2:00pm
  - 2.16.6.3 Dinner after 6:00pm
  - 2.16.6.4 An employee working twelve hour shifts and engaged on escort duties away from the Correctional Centre during the nightshift will receive an additional "B Watch" meal allowance (as specified in Table 2 - Allowances).

## **2.17. Uniforms**

A corporate uniform as specified in the Corporate Policy and Procedures, and agreed between the parties, will be required to be worn by all Correctional Officers.

# **PART A**

## **SECTION 3 - LEAVE**

### **3.1. Annual Leave**

- 3.1.1 Employees covered hereunder shall be entitled to annual leave in accordance with the provisions of the *NSW Annual Holiday Act 1944*.
- 3.1.2 In addition to the leave provided under 3.1.1 above, employees in their second and subsequent years of employment shall be entitled to an additional weeks' annual leave during each such year of employment, or to a pro-rata amount of additional leave for any such period of employment which is less than a complete year.
- 3.1.3 An employee shall be able to apply for annual leave not less than six months 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. 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.

### **3.2. Public Holidays:**

- 3.2.1 The days observed as New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day(s) proclaimed as public holidays for the State of New South Wales shall be public holidays hereunder.
- 3.2.2 All work done by an employee on public holidays shall be paid for at the rate of double time and half.
- 3.2.3 Should any of the public holidays mentioned in Clause 3.2.1 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 additional 8 hours pay or the addition of an extra 8 hours to his or her annual leave entitlement.
- 3.2.4 Where an employee is rostered to work on any of the aforesaid public holidays he or she may by mutual agreement elect to be paid at his/her ordinary rate of pay for the work performed on that holiday and have one and a half extra days added to his or her annual leave. The option of adding an extra day and one half to their annual leave may only be exercised on five separate occasions in any one year of employment.
- 3.2.5 For the purposes of subclause 3.2.4, a day shall be regarded as the number of ordinary hours worked on the public holiday in question.

### **3.3. Long Service Leave**

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

### **3.4. Sick Leave**

- 3.4.1 During the first year of employment with the Company, every employee other than a casual employee shall be entitled to sixty-four (64) hours sick leave. Beginning on the first anniversary of employment, and upon each succeeding anniversary thereafter, every employee other than a casual employee shall be entitled to not less than eighty (80) hours sick leave for the year beginning on such anniversary date. Part time employees are entitled to sick leave described in this Clause on a pro-rata basis.

- 3.4.2 Subject to the provisions of clauses 3.4.3 and 3.4.4 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 Company) specifying the period or approximate period during which the employee will be unable to work, and subject to the Company being promptly notified, become entitled to payment in full for all time he or she is so absent from work.
- 3.4.3 Sick leave shall be cumulative, but unless the Company and employee otherwise agree, no employee shall be entitled to receive, and the Company shall not be bound to make payment for more than eighteen (18) weeks absence from work through illness in any one year.
- 3.4.4 The continuity of employment of an employee with the Company for sick leave accumulation purposes shall be deemed to be not broken by any of the following:
- 3.4.4.1 absence from work on leave without pay granted by the Company
- 3.4.4.2 the employee having been dismissed or stood down by the Company, or the employee having himself terminated his employment with the Company for any period not exceeding three months; provided that the employee shall have been re-employed by the Company.
- 3.4.5 The period during which the employment of the employee with the Company shall have been interrupted or determined in any of the circumstances mentioned in paragraph 3.4.4 hereof shall not be taken into account in calculating the period of employment of the employee with the Company
- 3.4.6 Where the Company has a concern over a pattern of regular absences then the Company shall have the right to refer the employee involved to the Centre's Medical Officer and/or to require medical certificates per Clause 3.4.2 for any further absences of any length.
- 3.4.7 Employees who take sick leave on either Saturday, Sunday or public holidays or a day immediately preceding or succeeding a public holiday or rostered day off shall be required to produce a medical certificate and/or personal declaration for such period of absence.

### **3.5. Bereavement Leave**

- (i) An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person prescribed in subclause (iii) of this clause. Provided that where the death of a person as defined occurs outside Australia, one days leave without loss of ordinary pay shall be allowed. Provided that such leave shall be extended to two days where an employee travels overseas to attend the funeral.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in clause 3.6 State Personal/Carer's Leave Case - August 1996 provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under the said clause 3.6. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

### 3.6. Family Leave

#### 3.6.1 Use of Sick Leave

- 3.6.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 3.6.2.2 through 3.6.2.6 of paragraph 3.6.2, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 3.4, 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.
- 3.6.1.2 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 subclause where another person has taken leave to care for the same person.

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

- 3.6.2.1 the employee being responsible for the care of the person concerned; and the person concerned being:
- 3.6.2.2 a spouse of the employee; or
- 3.6.2.3 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
- 3.6.2.4 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
- 3.6.2.5 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- 3.6.2.6 a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
- (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.

#### 3.6.3 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 that person's 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.

#### 3.6.4 Unpaid Leave for Family Purpose

- (i) 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 subparagraph (ii) of paragraph (c) of subclause (1) who is ill.



### 3.6.5 Annual Leave

- (i) 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.
- (ii) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Enterprise Agreement.

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

- (i) 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 3 months of the said election.
- (ii) 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.
- (iii) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, 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.
- (iv) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the Enterprise Agreement.

### 3.6.7 Make-up Time

- (i) 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 the Enterprise Agreement, at the ordinary rate of pay.
- (ii) 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.

## 3.7. Parental Leave

Employees shall be entitled to unpaid parental leave in accordance with the provisions of Division 1 of Part 2 of Chapter 2 of the *New South Wales Industrial Relations Act 1996*.

## 3.8. 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 Company proof of jury service fees received and proof of the requirement to attend and attendance on jury service and shall give the Company notice of such requirement as soon as practicable after receiving notification to attend for jury service.

## 3.9. Special Leave

When an employee has completed a 6 month 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.

## 3.10. TUTA Leave

Upon the written application by an employee, or of the Union on behalf of an employee, to the Company and giving the Company two (2) months notice, such employee shall be granted up to (5) working days non-cumulative leave each calendar year on ordinary pay (exclusive of any disability allowances), to attend courses and/or seminars conducted by TUTA. The granting of such leave shall be subject to the following conditions:

- 3.10.1 An employee must have had at least twelve (12) months service with the Company prior to such leave being granted;
- 3.10.2 The maximum number of employees attending a TUTA course or seminar at the same time will be three (3)
- 3.10.3 The taking of TUTA leave shall be arranged so as to minimise any adverse effect on the Company's operation. Where the Company approaches the Union and demonstrates genuine difficulties with respect to the release of a particular employee at a particular time (including where the Company may have previously advised of its ability to release such employee) the Union will not unnecessarily press its request for the release of that employee at that time. If the matter is not amicably resolved, it shall be processed in accordance with the provisions of Clause 4.7 of this Enterprise Agreement;
- 3.10.4 The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations, industrial efficiency and workplaces issues within the Company's operations;
- 3.10.5 In granting such paid leave the Company is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee
- 3.10.6 Leave granted to attend TUTA courses will not incur additional payment if such course coincides with an employee's rostered day off
- 3.10.7 The taking of TUTA leave will not affect other leave granted to employees under this Enterprise Agreement, nor shall it adversely affect the employee's service for the calculation of leave entitlements.

### **3.11. Court Leave**

An employee who is subpoenaed to be a witness in any Court proceedings arising out of their employment with the Company shall retain any witness fees and/or travelling costs awarded by the Court and, in addition, shall be recompensed as follows:

- 3.11.1 When rostered on duty: payment for the period of absence in accordance with the employee's usual rostered duties;
- 3.11.2 When rostered off duty: an alternative day off shall be granted in lieu of the rostered day off on which the employee attended Court, within the following month.

### **3.12. Military Leave**

Unpaid leave not exceeding two weeks in any one 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 and 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.

## **PART A**

### **SECTION 4 - WORKPLACE INDUSTRIAL RELATIONS**

#### **4.1. Freedom from Victimisation**

The Company shall not victimise an employee or prospective employee because that person:

- 4.1.1 is a Member of the Union or expresses an intention to become a member of the Union;

- 4.1.2 seeks the assistance of the Union in claiming a benefit to which the person is entitled under this Enterprise Agreement and/or under any industrial legislation;
- 4.1.3 informs the Union of any alleged breach of this Enterprise Agreement and/or of any industrial legislation;
- 4.1.4 assists the Union at any Court or Commission proceedings related to this Enterprise Agreement.

#### **4.2. Union Delegates**

The Company shall recognise any duly accredited Delegate/s of the Union where it is advised by the Union that the person concerned has been elected/appointed as a Delegate/s in accordance with the rules of the Union, and shall afford such Delegate/s reasonable assistance in carrying out their Union duties and functions. In electing delegate/s employees shall be mindful of the percentage representation of women within the correctional workforce and where possible shall ensure that women delegate/s are encouraged.

#### **4.3. Commitment to Training and Careers**

The parties to this Enterprise Agreement are committed to continuing and upgrading the training provided to employees. It is agreed that the parties will co-operate in ensuring that such training is maintained and improved, this may encompass the alignment of identified skills/competencies to a particular classification as defined in Clause 1.5. "Definitions" of this Enterprise Agreement. The parties are also committed to enhancing the career opportunities and job security of employees in such industry.

#### **4.4. Co-Operation 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 enterprise covered by this Enterprise Agreement. Participation in productivity improvements includes assisting in the development and implementation of management systems for facility accreditation, ISO 2000.

#### **4.5. Joint Workplace Consultative Committee (JCC)**

- 4.5.1 Membership: A Joint Consultative Committee shall be established consisting of five persons elected by the employees covered by this Enterprise Agreement plus an Officer of the Union, plus a Senior Manager nominated by the General Manager, plus three other persons appointed by the management of Junee Correctional Centre.
- 4.5.2 Authority: Decisions and/or recommendations of the JCC shall be advisory only, and shall not be binding upon the parties to this Enterprise Agreement. However, in the event that a JCC recommendation is not accepted and/or is not implemented by a party or by the parties to this Enterprise Agreement then the JCC shall report to that effect to such supervisory body as has authority to deal with the matter and as the JCC determines is appropriate in the circumstances of the particular case. Any proposal or recommendation made by the JCC shall be documented and shall incorporate a review period.
- 4.5.3 Meetings: The JCC shall meet on a monthly basis, plus on such additional occasions as the JCC may itself determine is necessary.
- 4.5.4 Responsibility: The JCC shall be responsible for investigating local workplace issues including the application and implementation of employment conditions prescribed by this Enterprise Agreement, and for suggesting such changes in operating procedures as the JCC may determine are appropriate. In particular the JCC will be responsible for developing rules and procedures which are acceptable to the Union and the Company and which are designed to:
  - 4.5.4.1 find acceptable methods of reducing the causes and effects of employee absenteeism, and ensure that this matter is considered at each meeting and that it remains on the agenda until it is resolved.

- 4.5.4.2 allow the JCC to provide positive input into Occupational Health & Safety Matters.
  - 4.5.4.3 Provide an appeals procedure for employees who are refused progression within their classification level and/or for cases where an employee who has the necessary training and experience is refused promotion to a vacant position in a classification level above his/her current level.
  - 4.5.4.4 Ensure that the training which is required for promotion between classification levels is genuinely accessible to all employees, and is adequate to provide the skills required by the Company:
  - 4.5.4.5 Investigate the problems and difficulties associated with the disciplinary procedure provided under this Enterprise Agreement and, and if required, to develop a simpler and more flexible procedure:
  - 4.5.4.6 Introduce an employee benevolent fund:
- 4.5.5 Effect on Employees: All employees affected by any proposal and/or recommendation of the JCC shall be consulted and shall have the opportunity to be represented by the Union.

#### **4.6. Disciplinary Procedures**

- 4.6.1 General Principles: The following progressive disciplinary procedure shall apply in the case of employee disciplinary infractions and breaches of centre rules, regulations, practices and procedures. Where appropriate, progressive discipline will be generally be imposed in accordance with the following progression:

- verbal counselling and/or reprimand
- written notice of rules violation or written reprimand
- suspension without pay
- refusal of progression within classification level
- demotion to a lower classification
- termination

#### 4.6.2 Initial Interview

- 4.6.2.1 The employee is to be interviewed regarding the alleged incident and a file note is to be made.
- 4.6.2.2 If following the interview it is deemed that disciplinary action is warranted the employee is to be informed in writing with as much information as possible regarding the alleged nature and date of the breach and given sufficient time (3-5 days) to reply to the allegations.
- 4.6.2.3 The employee is to respond within the time frame specified.
- 4.6.2.4 If a decision is made to proceed with a breach of discipline, the Officer is to be informed. Any proposed suspension is to be determined by the General Manager and the Officer to be advised.
- 4.6.2.5 Any Officer found guilty of an offence may be suspended without pay for a period of up to 14 days in any one-year. A year will be defined as 12 calendar months from any earlier suspension.

4.6.2.6 A Correctional Supervisor, not performing to the expectations of the position or subject to ongoing or a major disciplinary breach, or abrogating the responsibility of the position, may be dealt with by way of the disciplinary procedure which can include a re-evaluation of the title of Correctional Supervisor as such this may be removed and Correctional Supervisor reduced to the grading of Correctional Officer.

#### 4.6.3 Procedure for Disciplinary Interview

4.6.3.1 The Officer shall receive at least 24 hours notice of the interview, a copy of the Disciplinary Interview Guideline, advice that a Union Delegate or Official or fellow Officer may be present, an indication of the nature and purpose of the interview.

4.6.3.2 The interviewer shall be, impartial, have no involvement in the subject of the interview, not have indicated any view or opinion of the subject matter, ensure only questions subject to the interview are asked, not use accusatory or intimidatory tones, indicate to the Officer that a recommendation will be presented within five (5) working days.

4.6.3.3 During the interview, the Officer is to be informed of the purpose of the interview, the Officer is to be informed of the right to remain silent, each allegation should be put to the Officer and a response invited, the Officer is to be asked if satisfied that the interview process has been followed correctly.

4.6.3.4 Appeals If the Officer feels the recommendation is unfair a request for an internal appeal may be made. Any such appeal is to be made within 24 hours. An appeal panel of three independent people, the Human Resource Manager, a Departmental Manager (from another department) and a Union Delegate/Official is to convene. A decision is to be presented to the General Manager with a recommendation and all documentation. The General Manager's decision is final with no further right of appeal and will be made within 2 working days of the appeal.

### **4.7. Dispute Settlement Procedure**

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

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

4.7.2 If unable to be resolved at that level the matter(s) shall be referred to the Operations Manager or designee for further consideration.

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

4.7.4 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 and the Secretary of Union and his/her designees and/or advisers which may include the aggrieved member(s).

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

4.7.6 The Union undertakes that no Industrial Action will be taken while the steps in the procedure are being followed. Both parties agree to comply with orders/recommendations of the Industrial Relations Commission.

4.7.7 Nothing in this Enterprise Agreement shall prohibit a member of the Union contacting the Union, provided such contact does not in any manner impair the efficient operation of the Centre

## **4.8 Anti Discrimination**

It is the intention of the parties bound by this Enterprise 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.

- 4.8.1 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Enterprise Agreement in Clause 21 - Disputes Procedures the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Enterprise Agreement are not directly or indirectly discriminatory in their effects.
- 4.8.2 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.8.3 Nothing in this clause is taken to affect:
  - 4.8.3.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
  - 4.8.3.2 offering or providing junior rates of pay to persons under the age of 21 years;
  - 4.8.3.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*.
  - 4.8.3.4 a party to this Enterprise Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

## **PART A**

### **SECTION 5 - REDUNDANCY PROVISIONS**

#### **5.1. Application**

- 5.1.1 The following shall apply in respect of full time and part time persons employed in the classifications specified in Part B - Rates of Pay, Allowances and Other Amounts; and
- 5.1.2 Where more than 15 employees were employed immediately prior to the termination of employment of employees, in the terms of subclause of this Enterprise Agreement.
- 5.1.3 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's 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.
- 5.1.4 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 malingering, inefficiency or neglect of duty, 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.

#### **5.2. Introduction of Change**

- 5.2.1 Employers duty to notify
  - (a) 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.

- 5.2.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the Enterprise Agreement specified in clause 3(i) makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

- 5.2.3 Employers duty to discuss change

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 subclause (i) above, Employers duty to notify, of this clause, 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.

- 5.2.4 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 subclause (i) of this clause.

- 5.2.5 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.

### **5.3. Redundancy**

- 5.3.1 Discussions before terminations

Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to paragraph (a) of subclause (i) of clause 4, Introduction of Change, 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.

- 5.3.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of paragraph (a) of this subclause 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 of the employees concerned.

- 5.3.3 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.

### **5.4. Termination of Employment**

- 5.4.1 Notice for Changes in Production, Program, Organisation or Structure.

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'production', 'program', 'organisation' or 'structure' in accordance with clause 4(i)(a) of this clause.

- (a) 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

- (b) 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 week's notice.
- (c) 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.

#### 5.4.2 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 5.10 of this Enterprise Agreement:

- (a) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
- (b) 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.
- (c) 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.

#### 5.4.3 Time off during the notice period

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

#### 5.4.4 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.

#### 5.4.5 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.

#### 5.4.6 Notice to Centrelink

Where a decision has been made to terminate employees, the employer shall notify the Centrelink thereof as soon as possible giving relevant information including the number and categories of the



employees likely to be affected and the period over which the terminations are intended to be carried out.

#### 5.4.7 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 Centrelink.

#### 5.4.8 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in subclause (i) of clause 4 of this Enterprise Agreement, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

### 5.5. Severance Pay

5.5.1 Where an employee is to be terminated pursuant to clause 6 of this Enterprise Agreement, 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:

- (a) 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

- (b) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and Over Entitlement
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

- (c) '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, over Enterprise Agreement payments, shift penalties and allowances paid in accordance with this Enterprise Agreement as varied.

#### 5.5.2 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 subclause (i) above.

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

### 5.5.3 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 subclause (i) above if the employer obtains acceptable alternative employment for an employee.

## 5.6. Savings Clause

Nothing in this Enterprise Agreement shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this Enterprise Agreement.

## 5.7. Mechanisation and Technological Changes

Notwithstanding any other provisions of this Clause, where on account of the introduction or proposed introduction by the Company of mechanisation or technological changes in the industry in which the Company is engaged, the Company terminates the employment of an employee who has been employed for the preceding twelve months, such employee shall be given three months' notice of the termination of employment; provided that, if the Company fails to give such notice in full:

- 5.7.2 the employee shall be paid at the rate specified for the employee's ordinary classification under the provisions of this Enterprise Agreement for a period equal to the difference between three months and the period of notice given; and
- 5.7.3 the period of notice required by this subclause to be given shall be deemed to be service with the Company for the purpose of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944* or any Act amending or replacing either of those Acts; and provided further that the right of the Company to summarily dismiss an employee for the reasons specified in Clause 3.5 - TERMINATION OF EMPLOYMENT - of this Enterprise Agreement, shall not be prejudiced by the fact that the employee has been given notice pursuant to this subclause of the termination of the employee's employment.
- 5.7.4 When the Company gives to an employee notice of the termination of employment on account of the introduction or proposed introduction of mechanisation or technological changes, within fourteen days thereafter the Company shall give notification in writing to the Industrial Registrar, the New South Wales Government Director of Vocational Guidance, the New South Wales Government Director of Technical and Further Education and the New South Wales Branch Secretary of Australian Liquor, Hospitality and Miscellaneous Workers Union, of the fact, stating the employee's name, address and usual occupation and the date when the employment terminated or will terminate in accordance with the notice given.

## PART B

### RATES OF PAY, ALLOWANCES & OTHER AMOUNTS

**Table 1 - Wages**

1/7/05, Commencement of Enterprise Agreement

PERMANENT EMPLOYEES				CASUALS PER HOUR			
Classification	Annual Salary \$	80 Hour Fortnight \$	Ordinary per Hour \$	Base Ord. Time Rate \$	A.L. 1/12 in lieu \$	Total Ord. Time Rate \$	Overtime @ 150% \$
Trainee C.O.	21,101	811.58	10.14				-
Correctional Officer One	40,273	1,548.96	19.36	22.26	1.86	24.12	33.40
Correctional Officer Two	42,393	1,630.50	20.38	23.44	1.95	25.39	35.16
Correctional Officer Three	45,213	1,738.96	21.74	25.00	2.08	27.08	37.50
Correctional Supervisor	48,449	1,863.42	23.29	26.78	2.23	29.02	40.18

1/7/06, 3% increase

PERMANENT EMPLOYEES				CASUALS PER HOUR			
Classification	Annual Salary \$	80 Hour Fortnight \$	Ordinary per Hour \$	Base Ord. Time Rate \$	A.L. 1/12 in lieu \$	Total Ord. Time Rate \$	Overtime @ 150% \$
Trainee C.O.	21,734	835.92	10.45				
Correctional Officer One	41,481	1,595.42	19.94	22.93	1.91	24.84	34.40
Correctional Officer Two	43,665	1,679.42	20.99	24.14	2.01	26.15	36.21
Correctional Officer Three	46,569	1,791.12	22.39	25.75	2.15	27.89	38.62
Correctional Supervisor	49,903	1,919.35	23.99	27.59	2.30	29.89	41.38

First Roster Cycle commencing on or after 31/12/06, 38 hour week

PERMANENT EMPLOYEES				CASUALS PER HOUR			
Classification	Annual Salary \$	76 Hour Fortnight \$	Ordinary per Hour \$	Base Ord. Time Rate \$	A.L. 1/12 in lieu \$	Total Ord. Time Rate \$	Overtime @ 150% \$
Trainee C.O.	21,734	835.92	11.00				
Correctional Officer One	41,481	1,595.42	20.99	24.12	2.01	26.15	36.21
Correctional Officer Two	43,665	1,679.42	22.10	25.42	2.12	27.53	38.12
Correctional Officer Three	46,569	1,791.12	23.57	27.11	2.26	29.36	40.66
Correctional Supervisor	49,903	1,919.35	25.25	29.04	2.42	31.46	43.56

1/7/07, 3% increase

PERMANENT EMPLOYEES				CASUALS PER HOUR			
Classification	Annual Salary \$	76 Hour Fortnight \$	Ordinary per Hour \$	Base Ord. Time Rate \$	A.L. 1/12 in lieu \$	Total Ord. Time Rate \$	Overtime @ 150% \$
Trainee C.O.	22,386	861.00	11.33				
Correctional Officer One	42,725	1,643.27	21.62	24.86	2.07	26.93	37.29
Correctional Officer Two	44,975	1,729.81	22.76	26.17	2.18	28.36	39.26
Correctional Officer Three	47,966	1,844.85	24.27	27.91	2.33	30.24	41.87
Correctional Supervisor	51,400	1,976.92	26.01	29.91	2.49	32.40	44.87

**Table 2 - Allowances**

Commencement of Enterprise Agreement

Item #	Clause	Description	Rate
1	2.7.2	Overtime exceeding 4 hours - meal allowance - per meal	\$8.69
2	2.16.6.1	Away from home and Escort Duty - Breakfast Allowance - per meal	*
3	2.16.6.2	Away from home and Escort Duty - Lunch Allowance - per meal	*
4	2.16.6.3	Away from home and Escort Duty - Dinner Allowance - per meal	*
5	2.16.6.4	B Watch meal allowance - if working away from centre - per meal	\$17.34

\* Breakfast, Lunch and Dinner Allowances are increased in line with changes in the Australian Tax Office rates

1/7/06, 3% increase

Item #	Clause	Description	Rate
1	2.7.2	Overtime exceeding 4 hours - meal allowance - per meal	\$8.95
2	2.16.6.1	Away from home and Escort Duty - Breakfast Allowance - per meal	*
3	2.16.6.2	Away from home and Escort Duty - Lunch Allowance - per meal	*
4	2.16.6.3	Away from home and Escort Duty - Dinner Allowance - per meal	*
5	2.16.6.4	B Watch meal allowance - if working away from centre - per meal	\$17.86

\* Breakfast, Lunch and Dinner Allowances are increased in line with changes in the Australian Tax Office rates

1/7/07, 3% increase

Item #	Clause	Description	Rate
1	2.7.2	Overtime exceeding 4 hours - meal allowance - per meal	\$9.22
2	2.16.6.1	Away from home and Escort Duty - Breakfast Allowance - per meal	*
3	2.16.6.2	Away from home and Escort Duty - Lunch Allowance - per meal	*
4	2.16.6.3	Away from home and Escort Duty - Dinner Allowance - per meal	*
5	2.16.6.4	B Watch meal allowance - if working away from centre - per meal	\$16.50

\* Breakfast, Lunch and Dinner Allowances are increased in line with changes in the Australian Tax Office rates

**Table 3 - Other Amounts**

Commencement of Enterprise Agreement

Item #	Clause	Description	Rate
1	2.11	Charge for Company provided meals - per meal	\$2.89
2	2.1.3.1	Deduction from salary for benevolent fund - per week	\$1.00

1/7/06, 3% increase

Item #	Clause	Description	Rate
1	2.11	Charge for Company provided meals - per meal	\$2.98
2	2.1.3.1	Deduction from salary for benevolent fund - per week	\$1.00

1/7/07, 3% increase

Item #	Clause	Description	Rate
1	2.11	Charge for Company provided meals - per meal	\$3.07
2	2.1.3.1	Deduction from salary for benevolent fund - per week	\$1.00

**SIGNATORIES**

SIGNATORIES TO AGREEMENT

Signed for and on behalf of  
 The GEO Group Australia Pty Ltd  
 }-----  
 }-----  
 Date }-----

In the presence of  
 }-----  
 }-----  
 Date }-----

Signed for and on behalf of the Liquor,  
 Hospitality and Miscellaneous Union-  
 NSW Branch  
 }-----  
 }-----  
 Date }-----

In the presence of  
 }-----  
 }-----  
 Date }-----

# SCHEDULE 1

## Generic Position Descriptions

POSITION TITLE : Trainee Correctional Officer

LOCATION Operations Department

REPORTS TO Operations Manager

### Primary Objective

The primary objective of the Correctional Officer Trainee is to undertake the required training in order to be deemed competent to perform the role of Correctional Officer.

### 1.0. Duties and Responsibilities

- 1.1 To undertake The GEO Group Australia Pty Ltd pre service training course which is approved by the Commissioner for NSW Department of Corrective Services.
- 1.2 To undertake the required assessments in order to be deemed competent to perform the role of Correctional Officer.
- 1.3 Co-operate with the employer's efforts to comply with the requirements of the *OH&S Act 2000*. Accept responsibility for the health, safety and welfare of subordinates, inmates, contractors and visitors under the employee's supervision. Comply with the employer's policy and procedures enabling compliance with the OH&S Act 2000.

### 2.0. Key Selection Criteria

- 2.1 Basic level of computer literacy.
- 2.2 Preference of year 12 education or equivalent.
- 2.3 Current First Aid certificate would be highly desirable.
- 2.4 Demonstrated willingness and ability to enrol in a nationally approved training program delivered and assessed by a Registered Training Organization to undertake Certificate III in Correctional Practice.
- 2.5 Meet The GEO Group Australia Pty Ltd's established psychological profile, numeracy and literacy requirements.
- 2.6 Maintain a continuing satisfactory security clearance as approved by the Commissioner of NSW Department of Corrective Services.
- 2.7 Ability to work in a correctional environment that will involve direct contact with prison inmates.

POSITION TITLE : Correctional Supervisor

LOCATION Operations Department

REPORTS TO Correctional Manager

## Primary Objective

The primary objective of the Correctional Supervisor is to:

Maintain the good order and security of the Correctional Centre and the safety of staff, inmates and visitors;

Supervise staff on a day to day basis, ensuring provision of quality services to inmates, including case management, and actively participate in the operations and determinations of priorities of any one of the assigned areas in accordance with the structured day.

### **1.0. Duties and Responsibilities**

- 1.1 Through the supervision of Correctional Officers, ensure the Company's philosophy towards inmate management is adhered to.
- 1.2 Supervise the behaviour and the activities of inmates on a day to day basis in accordance with the Centre's structured day.
- 1.3 Interact with offenders and respond to their needs through the provision of services in an appropriate manner in accordance with relevant legislation and company policies and procedures.
- 1.4 Supervise the activities associated with the effective and efficient management of the various areas and functions within the Centre, including supervision and coordination of Custodial Staff.
- 1.5 Ensure Case Management activities are being performed by Correctional Officers in accordance with the inmate's case plan.
- 1.6 Co-operate with the employer's efforts to comply with the requirements of the *OH&S Act 2000*. Accept responsibility for the health, safety and welfare of subordinates, inmates, contractors and visitors under the employee's supervision. Comply with the employer's policy and procedures enabling compliance with the *OH&S Act 2000*.
- 1.7 Relieve in the position of Correctional Manager as required.
- 1.8 Required to work shift work that involves a 7-day rotating roster including both day and night shifts.
- 1.9 Carry out other duties as directed by the Correctional Manager.

### **2.0. Selection Criteria**

- 2.1 Must have completed Certificate III in Correctional Practice.
- 2.2 Will be required to complete Certificate IV in Correctional Practice within 12 months of prorata service.
- 2.3 Demonstrated sound working knowledge of GEO Instructions, policies and procedures as well as the relevant *States' Corrective Service Acts* and Regulations.
- 2.4 Highly developed written and oral communication skills.
- 2.5 Demonstrated competence in supervision and mentoring of staff.
- 2.6 Demonstrated leadership skills.
- 2.7 A demonstrated high degree of computer literacy.
- 2.8 Demonstrated knowledge of Equal Employment Opportunity, GEO's EOWA Plan and Workplace Health and Safety Principles.
- 2.9 Current First Aid certificate.
- 2.10 Promotion to this position is subject to an existing vacancy and merit.

2.11 Required to work shift work that involves a 7-day rotating roster including both day and night shifts.

POSITION TITLE	<u>Correctional Officer</u>
LOCATION	<u>Operations Department</u>
REPORTS TO	<u>Correctional Supervisor</u>

#### Primary Objective

The primary objective of the Correctional Officer is to:

Maintain the good order and security of the Correctional Centre and the safety of the staff, inmates and visitors;

Ensure the provision of quality case management services to assigned inmates in accordance with the inmate's case plan and structured day.

### **1.0. Duties and Responsibilities**

- 1.1 Supervise the behaviour and the activities of inmates on a day to day basis in accordance with the Centre's structured day.
- 1.2 Carry out case management duties for assigned inmates in accordance with the inmate's case plan.
- 1.3 Interact with offenders and respond to their needs through the provision of services in an appropriate manner in accordance with relevant legislation, NSW Department of Corrective Services Procedures Manual and Junee Correctional Centre Operating Instructions and assignment orders.
- 1.4 Carry out other duties as directed.
- 1.5 Relieve in the position of Correctional Supervisor as required.
- 1.6 Required to work shift work that involves a 7-day rotating roster including both day and night shifts.
- 1.7 Co-operate with the employer's efforts to comply with the requirements of the *OH&S Act 2000*. Accept responsibility for the health, safety and welfare of subordinates, inmates, contractors and visitors under the employee's supervision. Comply with the employer's policy and procedures enabling compliance with the *OH&S Act 2000*.

### **2.0. Key Selection Criteria**

- 2.1 Successfully completed the pre service training provided by the Company to a Trainee Correctional officer.
- 2.2 Must participate in a registered nationally approved traineeship program to undertake a nationally accredited Certificate III in Correctional Practice, which must be completed within 12 months of prorata service.
- 2.3 Current First Aid Certificate.
- 2.4 Maintain a continuing satisfactory security clearance as approved by the Commissioner of NSW Department of Corrective Services.
- 2.5 Ability to work in a correctional environment that will involve direct contact with prison inmates.
- 2.6 Required to work shift work that involves a 7-day rotating roster including both day and night shifts.



## **SCHEDULE 2**

### **Employees exempted from 12 hour shifts as per clause 2.6.6**

1. Jarrod Smith
2. Michael Breen
3. Craig Maxwell
4. Jacqueline Starr
5. Glenn Kitchener
6. Anthony Manning
7. Philip Bouffler
8. Jeffrey Kennedy