

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/165

**TITLE: LHMU & GEO Group Australia Pty Limited, NSW Non  
Custodial Certified Agreement 2004**

**I.R.C. NO:** EA5/165

**DATE APPROVED/COMMENCEMENT:** 22 April 2005 / 22 April 2005

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/88.

**GAZETTAL REFERENCE:** 22 July 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 20

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by GEO Australia Pty Ltd, located at Level 18, 44 Market Street, Sydney 2000 NSW, employed at the Junee Correctional Centre in the classifications contained in this agreement, who fall within the coverage of the following awards: Canteen, &c., Workers (State) Award, Clerical and Administrative Employees (State) Award, Miscellaneous Workers' General Services (State) Award.

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

# **LHMU AND GEO GROUP AUSTRALIA PTY LIMITED, NSW NON CUSTODIAL CERTIFIED AGREEMENT 2004**

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## **PART 1**

### **APPLICATION AND OPERATION OF AGREEMENT**

#### **1. Title**

This Agreement shall be known as the LHMU & GEO Group Australia Pty Limited, NSW Non Custodial Certified Agreement 2004.

#### **2. Who is Bound**

##### **Parties**

- 2.1 This agreement is made pursuant to the New South Wales Industrial Relations Act 1996 in accordance with the provisions of Part 2 of the said Act, is entered into on the date of registration, between GEO Group Australia Pty Limited, ABN 24 051 130 600, (hereinafter referred to as "the Employer"), The Liquor Hospitality and Miscellaneous Workers Union NSW Branch (hereinafter referred to as "the Union"), and Employees of GEO Group Australia Pty Limited employed at the Junee Correctional Centre to the classifications contained in this Agreement.

#### **3. Duration**

This Agreement will take effect from the date of its certification. It will nominally expire on 1 April 2007. Pay increases will be backdated to 1 April 2004.

#### **4. This Agreement Prevails Over Awards Or Orders**

- 4.1 This Agreement is based upon the Canteen & Workers (State) Award; Clerical and Administrative Employees (State) Award; and Miscellaneous Workers General Services (State) Award.
- 4.2 The Agreement is intended to operate to the full exclusion of any other award or order. The Agreement is intended to be exhaustive in its inclusions other than those that might, during the life of the Agreement, be enshrined in appropriate legislation.

## **PART 2**

### **PREVENTION AND RESOLUTION OF DISPUTES**

#### **5. Procedure for Dispute Prevention and Settlement**

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:

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

## **PART 3**

### **EMPLOYMENT AND RELATED ARRANGEMENTS**

#### **6. Definitions**

- 6.1 "Employee" shall mean a Non Custodial employee subject to this Agreement who carries out duties associated with the provision of any and all employment services within the Centre as set out in Clause 2.1
- 6.2 "Casual employee" shall mean an employee engaged by the hour and who works less than 40 hours per week, including paid meal breaks. Casual employees are not entitled to the provisions of 24 Annual Leave and 25 Personal Leave but are entitled to Long Service Leave calculated in accordance with applicable provisions of law.

- 6.3 "Part Time Employee" shall mean an employee, engaged as such, to work between 16 and 40 hours in any one week, including paid meal breaks. Any part time employee who works 40 hours per week on a regular basis will be deemed to be a full time employee and will be paid accordingly.
- 6.4 "Probationary Employee" shall mean an employee who has:
- \* completed his or her required training, if any
  - \* has been authorised to begin duties as an employee of the Centre, and
  - \* is within his or her first three months of employment with GEO, commencing with the assumption of such duties.
- 6.5 "Employer" shall mean GEO Group Australia Pty Limited (GEO)
- 6.6 "Fixed Term/Task Employee" means a full or part time employee engaged for a identified period or specific project.
- 6.7 "Union" means the Liquor Hospitality and Miscellaneous Workers Union, NSW Branch.

## **7. Redundancy**

- (i) Application -
- (a) This clause shall apply in respect of full-time and part-time employees.
  - (b) This clause shall only apply to GEO where it employ 15 or more employees immediately prior to the termination of employment of employees.
  - (c) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one years continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
  - (d) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal including cases of serious or wilful misconduct, dishonesty, drunkenness, insubordination, or other similar major breach of rules or standards, an employee shall be subject to instant dismissal and entitled only to all salary and holiday pay due to the employee up to the time of such dismissal or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- (ii) Introduction of Change -
- (a) Employers duty to notify -
    - (1) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
    - (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer s workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(b) Employers duty to discuss change -

- (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph (a) of this subclause.
- (3) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iii) Redundancy -

(a) Discussions before terminations:

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

(iv) Termination of Employment -

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

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

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional weeks notice.
  - (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (b) Notice for Technological Change - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with subclause (ii)(a)(1) above:
  - (1) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
  - (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
  - (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.
- (c) Time off during the notice period -
  - (1) During the period of notice of termination given by the employer, an employee shall be allowed up to one days time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
  - (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (d) Employee leaving during the notice period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (e) Statement of employment - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employees employment and the classification of or the type of work performed by the employee.
- (f) Notice to Employment Agency- Where a decision has been made to terminate employees, the employer shall notify the Employment Agency as agreed between the parties as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (g) Department of Social Security Employment Separation Certificate - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.
- (h) Transfer to lower paid duties - Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii) above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employees employment had been terminated, and the employer may, at the employers option, make payment in lieu

thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

(v) Severance Pay -

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

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

Years of Service	Under 45 Years of Age entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over . . . . .	16 weeks

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

Years of Service	45 Years and over
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

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

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

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

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

**8. Notice of Termination**

8.1 This clause applies to you if you are an ongoing full time or part time employee.

To terminate your employment GEO shall give you 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

**Additional notice**

8.2 In addition to the notice in clause 8.1, if you are over 45 years of age at the time of the giving of notice with more than 2 years continuous service with GEO you shall be entitled to additional notice of 1 week.

Time off during the notice period

8.3 During the period of notice of termination given by GEO you shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five days, for the purposes of seeking other employment.

If you have been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, you shall, at the request of GEO, be required to produce proof of attendance at an interview or you shall not receive payment for the time absent.

8.4 Payment in lieu of notice

8.5 Payment in lieu of notice as prescribed in clause 8.1 and 8.2 shall be made if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu of notice.

**Calculation of payment in lieu**

8.6 In calculating any payment in lieu of notice the wages you should have received in respect of the ordinary time you would have worked during the period of notice had your employment not been terminated shall be used.

**Dismissal**

8.7 The period of notice in this clause shall not apply in the case of termination for conduct that justifies summary dismissal.

**Notice of termination by employee**

8.8 In order to terminate your employment you shall give GEO (2) two weeks notice, except where the period of service is less than 2 years in which case 1 weeks notice shall be given.

**Declarations of charges and convictions**

8.9 If you are charged with or convicted of any offence you must notify your manager, in writing, within 24 hours and advise as to the nature of the charge or conviction.

**Statement Of Service**

8.10 On termination of employment, if you so request, GEO will provide a written statement of your period of employment, class of work and termination date.

**9. Outside Employment**

If you are an ongoing full time or part time employee, it is a condition of your employment that you will not engage in other employment unless written permission has first been obtained from your manager. Such permission could not be unreasonably withheld.

**PART 4**

## **WAGES AND RELATED MATTERS**

### **10. Rate of Pay**

- 10.1 You will be advised of your rate of pay, in writing, prior to the commencement of your employment and thereafter upon review.

If you are a full time employee, you will be paid for ordinary hours work at a rate of pay that is not less than the minimum rate specified in the Schedules of this agreement.

If you are a part time employee, you will be paid for ordinary hours work at an hourly rate of pay that is not less than the hourly rate specified in the Schedules of this agreement.

If you are a casual employee, you will be paid for all work at an hourly rate that is not less than the hourly rate specified in the Schedules of this agreement, plus a casual loading of 20%. Such rates are inclusive of all required statutory payments in lieu of annual leave and sick leave.

#### **Minimum rates in Schedule 1**

- 10.2 The rates specified in Schedule 1 are minimum rates.

These minimum rates are in full consideration of the work requirements of the Positions in the schedules, working conditions, hours and patterns of work, overtime (other than as provided for in clause 20) and penalty payments, shift allowances and annual leave loading.

### **11. Salary Increases**

- 11.1 Your pay and the minimum rate of pay specified in the Schedules will be increased by 2% on the 1st April 2005 and 1st April 2006.

### **12. Higher Duties**

#### **Training**

- 12.1 When you perform the duties of another employee in a higher classification, you will not be paid at the higher rate until you have worked for an aggregate of up to 56 hours.
- 12.2 You shall be paid for the days on which those duties are performed at a rate not less than the minimum rate prescribed for the higher classification after the aggregate of 56 hours are reached.

### **13. Payment of Wages**

You shall be paid fortnightly not later than close of business on the Wednesday by electronic funds transfer.

### **14. Meal Allowance**

#### **Meals during overtime**

- 14.1 If you are required to perform overtime duty for a period of more than 2 hours after your usual ceasing time on any day, you shall be provided with a meal of suitable quality or paid \$8.00 as a meal allowance. The quantum of this allowance will increase at the same time and by the same amount as increases made to wages during the term of this agreement.

### **15. Superannuation**

#### **Fund**

- 15.1 GEO will make contributions on your behalf to the Australian Retirement Fund in accordance with GEO's obligations under the *Superannuation Guarantee (Administration) Act 1992* (Commonwealth).

#### **Salary sacrifice**

- 15.2 You may request to salary sacrifice an amount of ordinary earnings up to the maximum as determined by prevailing legislation into Australian Retirement Fund provided that:

15.2.1 you are responsible for the outcome of the arrangement. It is strongly recommended that you first obtain competent financial advice before making your request.

15.2.2 you may vary the amount of salary sacrifice on the 1st January and/or the 1st July each year.

15.2.3 you may at any time withdraw from the salary sacrifice but you are required to give notice in writing to GEO of at least two pay periods in advance.

15.2.4 in the event that the law governing superannuation and taxation changes in such a way as to make the objective of this clause ineffective, unattainable or illegal, or GEO incurs additional costs, GEO will advise you and the salary sacrifice contribution arrangement will be terminated or amended.

### **16. Ordinary Hours of Work**

- 16.1 The regular hours worked by a full time Employee shall not exceed 40 hours per week averaged over a fifty two (52) week period.
- 16.2 Ordinarily, hours of work shall not exceed eight (8) hours in any one day, or forty (40) hours in any one week, Monday to Sunday inclusive, and shall be worked continuously, except for paid meal breaks and rest pauses. Employees may arrange with their Department Manager to work up time in advance to enable them to attend to personal business if required. The number of hours to be "banked" will not exceed two (2) working days.
- 16.3 If the ordinary working hours of employees include shift work, they shall be worked in accordance with a roster established by GEO.
- 16.4 For those Employees engaged in shift work, the roster shall allow each full time Employee two whole consecutive days off in each week, provided that in lieu of two whole days off in each week, an Employee may be allowed in each fortnightly period either one day off in one week and three consecutive days off in the other week or four consecutive days off, and provided further that two consecutive days off, one at the end of one week and the one at the beginning of the following week, may be counted as meeting the requirements of this clause. Unless otherwise agreed, an Employee engaged in shift work shall not be required to work more than seven (7) shifts on consecutive days in any fortnightly period.

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

- 16.5 It is agreed that in emergency circumstances, Employees, may be required to temporarily perform additional and or altered ordinary shifts.
- 16.6 Employees shall start and cease duty at the Junee Correctional Centre or as otherwise designated by the General Manager, provided that where there is a requirement for Employees to work away from the Centre they may start and cease work at such locations. Employees shall receive advance notification of a requirement to start and cease away from the Centre and the period of time during which such Employees are required to do so shall be stipulated.

### **17. Breaks**

### **Meal breaks and Rest Pauses**

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

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

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

### **18. Overtime**

#### **Requirement**

- 18.1 You shall be available to work reasonable overtime as required by GEO.
- 18.2 Subject to the provisions of clause 16, all time worked by full time and part time employees (other than casuals) in excess of ordinary hours of duty shall be paid for at the rate of time and one half. All overtime for permanent part time employees must be agreed upon between the Department Manager and the employee. All work performed by a casual employee in excess of a full shift in any one day or 40 hours in any one week period shall be paid for at the rate of time and one half. Overtime may be taken as time in lieu at time and one half if mutually agreed between the Department Manager and the Employee and should be taken within one month of the date worked. If the time cannot be taken within one month the Employee will receive payment for the overtime at the rate applicable at the time of payment.
- 18.3 All work performed by a permanent part time employee in excess of their contracted weekly hours shall be paid at overtime rates provided that by mutual agreement a permanent part time employee's contract hours may be altered on a permanent or temporary basis.

#### **Time off in lieu**

- 18.4 If you request, and GEO agrees, time off may be taken in lieu of payment for overtime and in each such case the time off shall equate to the period of overtime actually worked at time and one half. Time off must be taken at a time agreed by GEO, within 1 month of the overtime being worked, or payment will be made at your overtime rate.

### **19. Minimum Break**

#### **Period off duty**

- 19.1 Other than if you are recalled to work, you shall be entitled to not less than 8 consecutive hours off duty between finishing work and the commencement of your ordinary work on the next day or shift, unless otherwise agreed.

#### **Resumption of work**

- 19.2 If on the instructions of GEO you are required to resume work without having had such 8 consecutive hours off duty, you shall be paid at double your ordinary hours rate until you are released from duty for such period and you shall then be entitled to be absent until you have had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

## **20. Call Back**

- 20.1 If you are recalled to work overtime after leaving GEO's premises (whether notified before or after leaving the premises) you shall be paid for a minimum of 4 hours at your overtime rate for each time you are so recalled. However, except in the case of unforeseen circumstances, you shall not be required to work the full four hours if the job is completed within a shorter period.

## **21. Attendance at Training**

If you are rostered off duty and are required by GEO to attend training, you shall be paid at your relevant overtime rate for the duration of the training or for 4 hours, whichever is longer. If you are rostered off duty and volunteer to attend training, you shall be paid at your ordinary hours rate for the duration of the training or for 4 hours, whichever is longer.

If you are required to attend training at a location other than your normal workplace, then the provisions of Clause 33 - Travelling, Transport and Fares shall apply.

## **22. Public Holidays**

- 22.1 The day(s) observed as New Year's Day, Australia Day, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Queens Birthday, Labour Day, Christmas Day, Boxing Day, and any other day(s) proclaimed as Public Holidays for the State of New South Wales.
- 22.2 All work done by an employee on Public Holidays shall be paid for at the rate of double time and one half or in accordance with paragraphs 22.3 and 22.4.
- 22.3 Should any of the public holidays mentioned in Clause 22.1. fall on a day on which an employee is rostered off duty, such employee shall, in lieu of such holiday, be entitled to either payment of an extra days' pay or the addition of an extra day to his or her annual leave entitlement or to take a single day off in lieu. This time in lieu should be taken by mutual agreement between the Department Manager and the employee within one month from the date of the respective public holiday. In the event the time is not taken the employee will be paid at the rate of double time and a half for such work performed.
- 22.4 Where an employee is rostered to work on any of the public holidays referred to in Clause 22.1 he or she may by mutual agreement elect to be paid at his or her ordinary rate of pay for the work performed on that holiday, have one and a half extra days added to his or her annual leave or take one and a half days off in lieu. The option of taking one and a half days off as time in lieu must be by mutual agreement with the Department Manager. In the event the time in lieu is not taken the employee will be paid at the rate applicable at the time of payment.

## **23. Rosters and Notification of Rosters (Shift Workers)**

### **Rostering**

- 23.1 GEO will roster work, insofar as is possible consistent with sound operational practice, in such a manner as to schedule all employees doing similar work, to work where applicable on an approximately equal number of weekend and/or afternoon/night work periods per year.

### **Posting of rosters**

- 23.2 Your starting and finishing times of work shall be posted in an accessible place at your workplace. The roster shall be displayed at least 2 weeks prior to the commencing date of the first working period for the roster.
- 23.3 Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the work to be carried on where another employee is absent from duty on account of illness or in an emergency provided that where any such alteration involves an employee working on a day off, a day off in lieu thereof shall be as mutually arranged.

- 23.4 Any shift changes will be at the discretion of management, such changes of roster shall be notified verbally or in writing to the employees concerned.

## **PART 6**

### **LEAVE OF ABSENCE**

#### **24. Annual Leave**

##### 24.1 Entitlement

After completion of one years service, you shall be entitled to four (4) weeks annual leave in accordance with the provisions of the *NSW Annual Holiday Act 1944*. Food Services employees and other positions required to work shift work, which includes weekends and public holidays, will be entitled to (5) five weeks annual leave after one years service and after each subsequent year of service.

You will be allowed to access pro-rata annual leave as required after your first year of service.

##### 24.2 Payment while on leave

Payment for annual leave shall be calculated by reference to your ordinary hours worked each week or, if you are a part time employee, your average weekly ordinary hours worked in the preceding six months.

##### 24.3 Taking leave

Unless by mutual agreement, you may not apply for annual leave more than twelve months before you wish to take such leave in accordance with the Company's annual leave plan. Annual leave shall be taken in either one period or two periods neither of which shall be less than one week or, if you and GEO agree, in either two, three or four separate periods. You may also, if agreed by GEO, take up to five days of your annual leave on a single day basis, provided you have given 48 hours notice or a lesser period of notice which is accepted by GEO. Agreement by GEO shall not be unreasonably withheld.

##### 24.5 Accruing Leave

A maximum of two weeks annual leave may be accrued at your request with GEO's consent.

#### **25. Personal Leave**

##### 25.1 Sick Leave

25.1.1 During each year of employment with GEO, every permanent employee shall be entitled to (10) days sick leave.

25.1.2 Employees who take sick leave on either Saturday, Sunday or public holidays or a day immediately preceding or following a public holiday or rostered day off shall be required to produce a medical certificate and/or personal declaration for such period of absence.

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

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

- (a) Absence from work on leave without pay granted by the Employer

- (b) The employee having been dismissed by the Employer, or the employee having himself/herself terminated his/her employment with the Employer for any period not exceeding three months; provided that the employee shall have been re-employed by the Employer. In cases where proceedings have taken longer than 3 months, the case will be evaluated on its merit and a review may take place where both parties agree.

## 25.2 Carers Leave

### Personal/Carer's Leave

#### I. Use of Sick Leave-

- a. An employee, other than a casual employee, with responsibilities in relation to a class of person set out in (c ) (2) who needs the employees care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for at clause 25.1, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- b. The employee shall, if required, establish, by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carers leave under this subclause where another person has taken leave to care for the same person.
- c. The entitlement to use sick leave in accordance with this subclause is subject to:
  - (1) The employee being responsible for the care and support of the person concerned; and
  - (2) The person concerned being:
    - (i) A spouse of the employee; or
    - (ii) A de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; Or
    - (iii) A child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
    - (iv) A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (v) A relative of the employee who is a member of the same household where, for the purposes of this paragraph:
      - (i) "relative" means a person related by blood, marriage or affinity;
      - (ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
      - (iii) "household" means a family group living in the same domestic dwelling.
      - (iv) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the

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

- d. Unpaid Leave for Family Purpose - an employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in (i)(c)(2) above who is ill.
- e. Annual Leave -
  - a. An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
  - b. Access to annual leave, as prescribed in paragraph (a) above, shall be exclusive of any shutdown period provided for elsewhere under this award.
  - c. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
  - d. Time Off in Lieu of Payment of Overtime
  - e. Make-up Time -
    - a. An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off during ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
    - b. An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.
  - f. Flexi Days -
    - a. In accordance with the provisions of clause 26 an employee may elect, with the consent of the employer, to take a flexi day off at any time.
    - b. An employee may elect, with the consent of the employer, to take a flexi day off in part days amounts.
    - c. Where the employer and employee agree, a flexi day may be accumulated which occur as a result of employees working in accordance with the provisions of this subclause. This accumulated day may be taken at any time mutually agreed between the employer and the employee.
    - d. An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at time mutually agreed between the employer and employee or subject to reasonable notice by the employee or the employer.

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, on notice, to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days of work, or such other period in excess of two days as the Employer may approve.

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

## **26. Flexi Leave**

- 26.1 If you are a permanent employee you shall be entitled to 1 day paid flexi leave each month.
- 26.2 Flexi leave shall be taken at a time established by GEO, in accordance with a roster, and shall not cumulate.
- 26.3 An employee may have the option to swap their flexi leave day with another eligible employee, by agreement, providing that this does not impact on the operational requirements of the Centre. Prior approval must be granted by GEO in these circumstances.

### **Part time employment**

- 26.4 If you are a part time employee, you will receive the benefits of this clause on a pro rata basis, based on the average weekly number of ordinary hours (excluding overtime) worked over the preceding 12 months.

## **27. Parental Leave**

You are entitled to maternity, paternity and adoption leave in connection with the birth or adoption of a child in accordance with Chapter two of Part Four of the *Industrial Relations Act 1996*.

## **28. Jury Service**

Where you are required to undertake jury service, you will 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 GEO proof of jury service fees received and proof of the requirement to attend and attendance on jury service and shall give GEO notice of such requirement as soon as practicable after receiving notification to attend for jury service.

## **29. Long Service Leave**

You shall be entitled to long service leave in accordance with the *NSW Long Service Leave Act 1955*.

## **30. Court Leave**

### **Leave and payment**

- 30.1 If you are subpoenaed to be a witness in any court proceedings arising out of your employment with GEO, leave shall be granted as follows:
  - 30.1.1 when rostered on duty - pay for the period of absence in accordance with your usual rostered duties;
  - 30.1.2 when rostered off duty - equivalent time off in lieu, with a minimum of 4 hours to apply, to be taken at a time agreed with GEO or, failing agreement, as directed by GEO at your ordinary hours rate.

### **Legal Advice**

30.2 GEO may, at its discretion, arrange for the provision of advice and representation to you in respect of such proceedings.

### **31. Special Leave**

Each full time or part time employee is entitled to one day off without loss of pay every six months if no sick leave has been taken during that period. In order to apply for special leave you are required to complete an GEO leave form. This leave is to be taken within three months of accruing on a mutually agreed day.

### **32. Military Leave**

If you are a member of the Defence Force Reserve, GEO shall, subject to operational and staffing demands, grant you unpaid leave of up to 2 weeks per 12 month cycle calculated from the commencement of the taking of the first allocation of this leave to attend either training or camps organised by the Australian Defence Force.

If you are granted leave under this clause you are required to furnish proof of attendance at such training or camp at GEO's request.

## **PART 7**

### **TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

#### **33. Travelling, Transport and Fares**

##### **33.1 Excess travelling and fares**

33.1.1 If travelling under the instructions of GEO, you shall be paid your ordinary time rate for all time while so travelling and shall have all the costs associated with such travel including accommodation paid for by GEO on the basis of the most economical method of travel.

33.1.2 Where you are required by GEO to commence or cease work at other than your normal place of work you shall, in addition to all other entitlements, be paid for all time in excess of that normally taken to travel between your residence and your normal place of work at your relevant ordinary time rate in the Schedule. In addition, if you use your own vehicle, you shall be paid for all excess travelling a vehicle allowance at the rate prescribed by the Commissioner of Taxation.

33.1.3 Where you are required to perform duty away from your normal place of work, you shall be paid an allowance if on duty away from your normal place of work during meal times, provided a meal is not available, at the rates prescribed by the Commissioner of Taxation which are currently:

Breakfast after 6.00 am and before 8.00 am \$18.40

Lunch after 12 noon and before 2.00 pm \$20.55

Dinner after 6.00 pm and before 8.00 pm \$40.10

33.1.4 These rates are inclusive of expenses for laundry and telephone.

33.1.5 Where the duration of the travel is a continuous period of 21 days or less such allowance will be paid as a daily travel allowance.

33.1.6 Where the duration of the travel is a continuous period of more than 21 days, such allowance will be paid as a living away from home allowance (LAFHA) and a site allowance.

33.1.7 If GEO increases these amounts throughout the life of this agreement then the increased rates will apply.

## **PART 8**

## **OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

### **34. Workers' Compensation**

Where you are absent on workers' compensation you will receive benefits including salary in accordance with workers' compensation legislation.

### **35. Occupational Health and Safety**

- 35.1 Where you are elected, in accordance with the procedures of any applicable legislation dealing with occupational health and safety, as an occupational health and safety representative or occupational health and safety committee member you shall be recognised as such by GEO.
- 35.2 GEO shall, in accordance with accepted occupational health standards provide immunisation for hepatitis B and influenza. The immunisation will be by qualified staff.

### **36. Clothing, Equipment and Tools**

#### **Uniform**

- 36.1 GEO will provide you with a corporate uniform.

#### **Equipment and tools**

- 36.2 GEO will provide you with all necessary equipment and tools to allow you to perform your work.

#### **Return of GEO property**

- 36.3 On cessation of employment all uniforms, equipment, identification, and documentation shall be returned to your manager.

## **PART 9**

### **COMPLIANCE**

#### **37. Time Records**

You must regularly and promptly supply all required information on the time recording system operated from time to time by GEO.

## **PART 10**

### **MISCELLANEOUS**

#### **38. Union Subscriptions**

The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:

- 38.1.1 the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
- 38.1.2 the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
- 38.1.3 deduction of Union membership fees shall only occur in each pay period in which payment has or is to be made to an employee

Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:

The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly, or quarterly as the case may be.

### 39. 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.

## PART 10

### SIGNATORIES

Signed on behalf of The GEO Group Australia Pty Ltd (ABN 24 051 130 600) by its authorised representative

\_\_\_\_\_ 29 March 2005  
PRINT NAME

Signed on behalf of The Liquor Hospitality and Miscellaneous Workers Union, NSW Branch

\_\_\_\_\_ March 2005  
Annie Owens  
Branch Secretary

### SCHEDULES

#### SCHEDULE 1

##### Rates of Pay

Position	2% increase 1 April 2004	2% increase 1 April 2005	2% increase 1 April 2006
ASO - Mail	\$28,328	\$28,895	\$29,473
ASO - Switchboard Operator	\$28,328	\$28,895	\$29,473
ASO - Industries	\$33,753	\$34,428	35,117
ASO - Programs	\$33,753	\$34,428	35,117
ASO - Medical	\$33,753	\$34,428	35,117
ASO - Accounts	\$33,150	\$33,813	34,490
ASO - Records	\$33,753	\$34,428	35,117
ASO - Administration	\$31,944	\$32,582	\$33,235
ASO - Property	\$30,739	\$31,354	\$31,981
ASO - Visits	\$31,676	\$32,310	\$32,956
ASO - Methadone	\$38,573	\$39,345	\$40,132
ASO Canteen	\$33,752	\$34,427	\$35,116
Personnel Clerk	\$34,959	\$35,659	\$36,373
Accounting Supervisor	\$39,779	\$40,575	\$41,387
Food Services			
Cook Supervisor	\$34,659	\$35,353	\$36,060

**SCHEDULE 2**

**Other Amounts**

Charge for Company provided meals - per meal	\$2.75
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