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***GSL Custodial Services Pty Ltd***  
***Correctional Services Collective Employment***  
***Agreement 2006***

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## **PART 1 AGREEMENT ADMINISTRATION**

### **1 AGREEMENT TITLE AND ARRANGEMENT**

This Agreement, shall be known as the *GSL Custodial Services Pty Ltd. Correctional Services Collective Employment Agreement 2006* and consists of the following clauses.

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## 2. AGREEMENT COVERAGE AND PARTIES BOUND

- 2.1 This Agreement shall apply to Employees employed by GSL Custodial Services Pty. Ltd. engaged in any of the classifications specified in clauses 9.1 and 9.2 of this Agreement for work performed at Port Phillip Prison and/or St. Augustine's Ward at St. Vincent's Hospital in the State of Victoria.
- 2.2 This Agreement is binding upon:
- GSL Custodial Services Pty. Ltd;
  - The CPSU, Community and Public Sector Union its officers and members; and
  - Employees of the Company whether or not such Employees are members of the Community and Public Sector Union

## 3. TERM OF AGREEMENT

The Agreement commences on the date it is lodged with the OEA, and shall continue in operation until 31 December 2009.

## 4. DEFINITIONS

For the purposes of this agreement, the following explanation of terms apply:

**“Act”** – means the Workplace Relations Act 1996.

**“Carry Firearms”** – means suitably qualified officers rostered to work and/or performing the duties of an Escort Officer; or officers designated on the disposition sheet to carry responsibility for the performance of Perimeter Security Vehicle (PSV) duties.

**“Commission”** – means the Australian Industrial Relations Commission.

**“Company”** – means GSL Custodial Services Pty. Ltd.

**“Custodial staff”** – all staff who are or who have been trained and employed as custodial officers.

**“Employees/Staff/Personnel”** – means persons employed by GSL Custodial Services Pty Ltd, to whom this Agreement applies.

**“Employer/Company”** - means GSL Custodial Services Pty. Ltd.

**“GSL”** – means GSL Custodial Services Pty. Ltd.

**“Immediate Family”** means a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person

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who lives with the Employee as his or her husband or wife on a bona fide domestic basis; and a child or an adult child (including an adopted child, a step child or an ex-nuptial child including an adult child), parent, grandparent, grandchild, or sibling of the employee or spouse of the Employee.

**“Initial training period”** means the first 6 weeks of induction training plus 6 weeks of on the job training employment in the custodial officer stream.

**“OEA”** – means the Office of the Employment Advocate.

**“Ordinary rate of Pay”** – means the rate an Employee would normally receive for attending work during ordinary hours of duty.

**“Permanent Staff” or “Permanent Employees”** – means full time and/or permanent part time Employees (which includes fixed-term contract Employees) of GSL to whom this Agreement applies.

**“Prison”** - means Port Phillip Prison

**“Union”** – means Community and Public Sector Union.

**“Work place”** – Port Phillip Prison and/or St. Augustine’s Ward at St. Vincent’s Hospital, Victoria

**“Work site”** – Employees physical work area within the work place.

## **5. STATEMENT OF INTENT**

The Employees and management of GSL operating within Victoria enter into this replacement Agreement to continue the task of establishing a world class correctional service. All parties shall ensure that quality is the driving force in every aspect of Company operations.

This Agreement shall guarantee the four principles of:

- quality service;
- quality people
- quality environment; and
- quality of working life.

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**6. EXCLUSION OF AWARD AND OTHER AGREEMENTS**

This Agreement operates to the total exclusion of any award or previous agreements that might otherwise have applied. To remove any doubt, any terms of such award and/or agreements including rest breaks, incentive based payment and bonuses, overtime loadings, shift loadings, penalty rates, any monetary allowances, leave loading and public holidays that may otherwise apply as protected award conditions under the Act are expressly excluded and have no effect.

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## **PART 2 EMPLOYMENT RELATIONSHIP**

### **7. QUALITY OF SERVICE, PEOPLE ENVIRONMENT AND WORKPLACE FLEXIBILITY**

#### **7.1 Quality of Service**

- 7.1.1. GSL believes in careful and successful selection of staff, competency-based training and quality management.
- 7.1.2. Our policies and procedures shall be carefully managed and we shall maintain a series of written Quality, Operational, Administrative and Human Resource procedures.
- 7.1.3. A quality correctional management service is one that meets the customer's requirements. The customer is the government and its requirements shall include security, safety, justice and the humane rehabilitation of prisoners. The details of the customer's requirements are specified in the operating contract of the prison.
- 7.1.4. Quality Service - Meeting the customer's agreed requirements, first time, every time.

#### **7.2. Quality of People**

##### **7.2.1. *Presentation***

GSL Employees must maintain the highest level of personal presentation.

To achieve this, personnel must commit themselves to maintaining uniforms and their personal appearance in line with company policy and customer expectations.

To ensure the serviceability of issued uniforms and to allow for their proper laundering, GSL shall provide uniforms and equipment as determined by the Company.

Replacement/additional uniform and equipment items shall be issued as and when required in accordance with procedures developed through the normal consultative processes and in accordance with the GSL Occupational Health and Safety Policy.

Uniforms remain the property of GSL and must be returned upon termination of employment.

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### 7.2.2. *Operational Instructions*

Operational Instructions, Emergency Orders and job specifications are the best ways of ensuring Employees are fully aware of requirements. GSL shall ensure that there is a full set of Operational Instructions approved by the Customer. Employees shall be fully conversant with all relevant Operational Instructions and Emergency Orders. This shall be achieved through Induction Training, Standing Orders and, staff briefing sessions.

Significant changes to Operational Instructions or Emergency Orders, shall be implemented as and when required. Consultation on any changes made will occur through established processes, involving, Employees and when required their nominated representative, and, the customer.

### 7.2.3 *Job Description*

All GSL Employees shall be issued with a personal job description upon commencement of employment with GSL. Where appropriate the job description shall complement information contained in Standard Operating Procedures, and Emergency Orders.

### 7.2.4. *Training*

All Employees shall be given training, appropriate to their classification and it is GSL's intention to obtain National Training Board accreditation for that training wherever it is available. All training required shall be provided by GSL at no cost to the Employee. Hours spent on training are to count as hours worked.

### 7.2.5. *Firearms*

Where an Employee is required by GSL to carry firearms, initial training in the use of such firearm shall be provided. Refresher courses shall be conducted at twelve-monthly intervals. Training time shall count as hours worked. Such training shall be at the expense of the Employer.

### 7.2.6. *Performance Appraisals*

Performance appraisals shall be a standard feature of employment at the Prison. Appraisals shall provide the basis for ongoing career development, internal promotions and background information in the disciplinary, and counselling process. The performance appraisals shall be anchored in the competencies which initial and continuation training seek to develop. The system shall be preceded by an awareness program, and specific training for all those involved in the process.

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### **7.3. Quality of Environment**

#### **7.3.1. Occupational Health and Safety**

GSL shall take all reasonable steps to provide a safe working environment. GSL accepts responsibility for the health and safety of its Employees in their work situation. Employees accept that they have a responsibility towards themselves, their workmates, prisoners and the public. A system of accident elimination shall be established and adopted as an integral part of all GSL operations. To achieve the above, GSL shall:-

- (a) provide a safe and healthy working environment;
- (b) provide suitable protective clothing and equipment;
- (c) maintain an Occupational Health and Safety Committee.

#### **7.3.2. Occupational Health and Safety Committee**

The Occupational Health and Safety Committee shall continue to function under its own Charter. Members of the Committee shall be trained at company expense and operate with total management support.

#### **7.3.3. Sexual Harassment and Anti-discrimination**

The parties to this Agreement agree that:

it is their intention to achieve the principal object in section 3(m) of the Act, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and

any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement; and

nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and

nothing in these provision prohibits:

- 7.3.3.1 any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position; or
- 7.3.3.2 any discriminatory conduct (or conduct having a discriminatory effect) if:

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- (A) the Employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
  - (B) the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

7.3.3.3 GSL's sexual harassment and anti-discrimination policy must be strictly adhered to. Copies of the policy shall be provided to all Employees and updated policies shall be maintained on the companies computer system for access by Employees.

#### 7.3.4. *Obligations Under the GSL Working Environment*

GSL and Employees recognise that they have a specific obligation to achieve the common goal and objective of a quality working environment.

GSL is obliged to:-

- (a) provide opportunities for learning and skill formation and career progression for all Employees.
- (b) Provide information about GSL and conditions at the workplace which may affect the career prospects of Employees.
- (c) Ensure that no Employee shall be required to undertake tasks for which they have not received adequate and appropriate training.
- (d) Provide the appropriate skills development to ensure that all Employees can participate in the consultative process.

All Employees are obliged to:

- (a) Participate in Company provided training, which under normal circumstances will not be scheduled on an Employee's rostered rest day.
- (b) Comply with all Company safety policies, including the use, care and responsibility for all protective equipment.
- (c) Maintain a high standard of behaviour particularly in regard to attendance, punctuality and interpersonal relations.

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- (d) Participate in the process of quality improvement to all aspects of the enterprise's operations, including:
- \* Safety
  - \* Quality
  - \* Housekeeping
  - \* Productivity and Effectiveness
- (e) Carry out duties in a lawful and ethical manner according to the GSL code of conduct.

#### **7.4 Operational Staffing**

7.4.1 The parties agree on the need for greater flexibility in the management of staffing levels that recognises variations in essential versus non-essential duties on any given day.

7.4.2 It has been agreed that from the commencement of this Agreement essential and non-essential work areas/positions will be divided into 'Security Staffing' and 'Operational Staffing'.

7.4.3 In determining the day-to-day requirements the following guidelines will apply:

Security Staffing: The agreed staffing profile will apply. If the required staffing level for an identified security area is not met, it will not open until it is appropriately staffed. Relief for a position may be achieved through the current overtime arrangements or use of a casual, for a part of a shift.

Operational Staffing: In the event of a vacant position on any day or shift, management will determine whether to replace that vacancy.

7.4.4. GSL is committed to maintaining staffing levels that are recognised and accepted as safe and productive. Staffing levels will be reviewed and where necessary be adjusted on an as needs basis, by involvement of Employees through the Consultative Committee processes referred to in clause 14.

#### **7.5 Flexibility**

The parties agree that during the life of this Agreement, changes may be introduced to enable work to be performed in the most flexible manner and to encourage Employee's to carry out their duties to the full extent of their skill and competence. The parties agree to co-operate fully in the process of change and to contribute to and participate in the development of more efficient and effective ways of operating. To effect this the parties will utilise the consultative mechanisms and procedures contained in Clause 14.

### **8. CONTRACT, REMUNERATION AND CONDITIONS OF EMPLOYMENT**

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## **8.1. Contract of Hiring**

- 8.1.1 In the absence of an express contract to the contrary the contract of hiring of Employees covered by this agreement shall be deemed to be of a permanent (as defined) nature.
- 8.1.2 Each new Employee appointed to a classification covered by this Agreement shall be subject to a probationary period of six months inclusive of the initial training period. Unsuccessful completion of initial training or unsatisfactory work performance during any part of the probationary period shall be deemed sufficient reason for the Employer to terminate the probationary employment contract by the serving of one day's notice.
- 8.1.3 Upon satisfactory completion of the probationary period, an Employee shall receive written confirmation of their appointment. Further training shall then be provided to assist Employees achieve the levels of accreditation for the classification concerned.
- 8.1.4 Nothing contained in this Agreement shall diminish the Employer's rights at common law to dismiss an Employee without notice for misconduct or other sufficient cause.

## **8.2 Full time Employees**

- 8.2.1 Employees may be appointed as full time Employees to work on a rotating roster, that averages 38 hours per week.

## **8.3 Part time Employees**

- 8.3.1 Employees may be offered employment on a part time basis in which case their contracts of employment will include:-
  - 8.3.1.1 an agreed roster specifying the days in each roster cycle on which the Employee will work, the hours of those days upon which the Employee will work, and the number of hours the Employee will work on each day he or she works; and
  - 8.3.1.2 agreed processes for the variation of hours of work which may include discussions with the employee concerned and any of his/her nominated representatives.
- 8.3.2 Such agreed rostered hours shall be considered the Employee's ordinary hours.
- 8.3.3 Part-time Employees shall receive pro-rata entitlements of a full time employee in accordance with actual hours worked.

## **8.4 Casual Employees**

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8.4.1 Casual Employees shall be employed by the hour as required by the operations of the Prison.

8.4.2 Casual Employees shall be paid a 20 % loading on the rate applicable to full time Employees.

8.4.3 Casual Employees are not entitled to any paid leave with the exception of any leave required to be granted by statute.

**8.5 Fixed – Term Employees**

8.5.1 Employees may be engaged as ‘Fixed – Term Employees’ where the needs of the Prison are such that this category of employment is warranted.

8.5.2 Fixed – Term Employees shall receive the same conditions of employment as full time Employees, or in cases where they work less than an average of 38 hours per week, the same conditions as part time Employees.

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## **PART 3 HOURS OF WORK, RATES OF PAY AND RELATED MATTERS**

### **9. CLASSIFICATIONS, WAGES & RELATED MATTERS**

#### **9.1 Custodial Officer Classification**

9.1.1 **An induction trainee** is an Employee who commences in the custodial officer stream who has not yet satisfactorily completed his or her initial training period (as defined) which also forms part of the six month probationary period.

9.1.2 A **trainee custodial officer – first year** is an Employee who has satisfactorily completed his or her initial training period (as defined), but has not yet completed 12 months as a trainee, nor qualified for advancement to accredited custodial officer.

9.1.3 A **trainee custodial officer – thereafter** is a trainee who has completed twelve months service in the trainee ranks, but has not as yet qualified for advancement to accredited custodial officer.

9.1.4 An **accredited custodial officer** is an Employee who has completed not less than two (2) years satisfactory service and attained a level 3 certificate of accreditation as a custodial officer.

9.1.5 A **supervisor** is an Employee who has attained a certificate of accreditation as a custodial officer and who has been selected and appointed as a custodial supervisor.

#### **9.2 Clerical Assistant/Administrative Officers**

The parties have agreed that the classification structure for clerical administrative positions covered under this Agreement will consist of a five level structure as set out in Appendix No. 1 to this Agreement.

#### **9.3 Out of Pocket Expenses**

All reasonable and legitimate expenses incurred by Employees in the course of their duties will be reimbursed by GSL. Where an Employee is required to travel to a different work site during the course of his or her shift using his or her private vehicle, a taxi or a hired vehicle, the company will reimburse the Employee for the *additional* travel cost.

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## **9.4 EFT Payments**

Wages shall be paid fortnightly by Electronic Funds Transfer into an account at any financial institution nominated by the Employee, no later than on the Tuesday of the pay week. Should the Tuesday of the pay week fall on a public holiday, the EFT will be made in sufficient time to allow the funds to be accessed on the last banking day before the Tuesday.

## **9.5 Allowances**

### **9.5.1 Dog Handlers**

Officers who are accredited as Dog Handlers and who are required to perform the duties of dog handler shall be entitled to an allowance equal to 3% of annualised salary as a handlers allowance, taking in to consideration training, exercise and grooming of the company canine.

### **9.5.2 Other skill allowances**

Employees who undertake and successfully complete the relevant additional training required to qualify to work as SASH, Collator, Fire Awareness Officer (FAO's) or Gymnasium Officer , will be entitled to an allowance equal to 3% of the annualised salary for rostered shifts and/or actual time worked in any of these positions.

Employees qualified and required to "Carry Firearms" (as defined) for operational purposes outside the prison or as otherwise agreed will also be paid an allowance equal to 3% of annualised salary.

### **9.5.3 Higher Duties Allowance**

Where an Employee is called upon to perform the full duties of a position carrying a higher rate than his or her ordinary classification, and the time involved is for more than half a day or shift whichever applies, payment shall be made at the higher rate for the whole shift.

### **9.5.4 Training Allowance**

Employees who have successfully completed a train the trainer course, and who are called upon to conduct training courses on behalf of the Company, will be paid an allowance equal to 3% of their annualised salary for the time so occupied.

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## **9.6 Wage Adjustments**

Rates of pay applicable to classifications referred to in clauses 9.1 and 9.2 of this Agreement will be adjusted as follows:

- 9.6.1 5% additional backdated to the first pay period commencing on or after 24 August 2006
- 9.6.2 5% additional from the first pay period on or after 24 August 2007;
- 9.6.3 5% additional from the first pay period on or after 24 August 2008.

## **10. HOURS OF WORK, MEAL BREAKS AND ADDITIONAL HOURS**

### **10.1 Hours of Work**

10.1.1 Ordinary hours of work (other than for casuals and part-time Employees) shall be an average of 38 hours per week over a rotating roster not exceeding 26 weeks unless otherwise agreed between GSL and Employees.

10.1.2 For purposes of rostering and hours calculation, a working week starts on a Sunday and ends the following Saturday and is subject to the following:-

10.1.2.1 not more than five (5) ordinary working shifts shall be required to be worked over any seven (7) consecutive day cycle;

10.1.2.2 no scheduled shift shall be longer than 12.75 hours or less than 4.0 hours;

10.1.2.3 no scheduled working calendar week shall be longer than 56 hours or shorter than 24 hours.

10.1.3 Different classifications shall have different shift systems, but all shifts shall conform to sub-clause 10.1.1 in any event.

10.1.4 Clerical assistant/administrative and other non custodial officer Employees who work regular day shift Mondays to Fridays and who are not required for duty on a gazetted public holiday which falls on any such day will not suffer any loss of pay for non attendance on the public holiday(s).

10.1.5 Employees will not be required to work more than fifteen hours other than in an operational emergency.

10.1.6 Casuals referred to in 8.4 called up for duty will be paid a minimum of four hours and may work a maximum of 50 hours per roster week (Sunday to Saturday).

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## **10.2 Meal Breaks:**

- 10.2.1 Employees in classifications required to work shift work shall be allowed a meal break of not less than forty five minutes. Time allowed as meal or crib breaks shall be regarded as time worked. During these breaks, staff shall be expected to respond to any emergency which may occur during that time. Custodial staff are not permitted to leave the prison site during such breaks without the approval of their supervisor or manager.
- 10.2.2 Where due to operational requirements custodial staff cannot leave their work site for a meal break, a reliever will be provided, no sooner than 4 hours and no later than 8 hours after the commencement of the shift.
- 10.2.3 GSL will make every effort to provide all Employees with a meal break. However, in situations where due to operational reasons GSL is having trouble providing a meal break to all Employees, following consultation an Employee and GSL may agree that the Employee will forgo their meal break in exchange for the payment of an extra 45 minutes for the shift such extra time to be paid at 120% of the particular Employee's rate.
- 10.2.4 Owing to the variation in the duration of prisoner escorts, escorting officers can only have a break either between escorts or on completion of escorts. Should the length of shifts not allow sufficient time during the shift or after completion of escorts for a break to be taken, then subject to prior approval by the Operations Manager or Duty Manager, Escort Officers will be paid an extra hour's pay at the relevant casual rate.
- 10.2.5 In situations where correctional/custodial staff are required to work in excess of 12.75 continuous hours at the work place, both permanent and casual staff will be provided with a meal and in situations where it is not possible to do so be paid an overtime meal allowance of \$10.00 which will be increased to \$10.30 and \$10.60 from the same dates wages are adjusted in accordance with clauses 9.6.2 and 9.6.3 respectively.

## **10.3 Additional Work Hours**

- 10.3.1 The parties recognise Employees may be required to work hours in addition to or outside the span of hours for his/her rostered shift (additional work hours) in order to meet operational requirements of the service or attend to emergency situations.
- 10.3.2 Except as otherwise provided in this Agreement, first preference for the allocation of additional hours shall be to those Employees who make themselves available for voluntary extra hours which will be paid for at the casual rate of pay as prescribed in clause 8.4.2 of this Agreement.
- 10.3.3 Employees who wish to participate in this process will be required to elect to work such additional hours beyond those provided for on their rosters.

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10.3.4 A sample election form for completion by Employees concerned is attached as Appendix No. 2 to this Agreement. Submission of this form will bring with it an obligation to work reasonable additional hours as and when they become available.

10.3.5 Notwithstanding the foregoing, Employees who have not elected to work additional hours, but who find themselves in a situation where they are unable to cease duty at their rostered finishing time (e.g. owing to an incident or a lengthy escort) will be paid, at the casual rate, for additional hours incurred, provided the additional time amounts to at least 0.25 hours (15 minutes) in any given instance.

10.3.6 Should an Employee who has elected to work additional hours refuse a request to work additional hours or fail to report after agreeing to do so, that Employee will forfeit his or her place in the rotation process.

10.3.7 A system of rotation will be developed and implemented to achieve an even distribution of additional hours amongst those who nominate to participate in the scheme.

10.3.8 Allocation of additional hours will generally be determined along the following lines:-

- Additional hours by way of whole shifts are to be offered on a rotational basis. The rotational list(s) will be regularly updated and made available to the rostering team, to all managers and to the operational (duty) supervisors;
- Make-up hours (i.e. extension of rostered shifts) will be offered in the first instant to participants who are already on site. Additional hours worked under this provision will not affect an Employee's position on the rotational list for whole shifts.
- Additional hours for supervisors will be offered on a rotational basis to participating permanent supervisors ahead of custodial officers;
- Employees on leave when additional shifts become available will not be considered for additional shifts whilst on leave; however their position on the list will be maintained until they resume from leave.

10.3.9 Employees who take sick leave will revert to the bottom of the rotation list. This condition relates to the Employers duty of care to Employees who are not in good health in not requesting additional hours to be worked in the short term.

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10.3.10 Nothing in this clause shall prevent GSL from calling upon any Employee to work reasonable additional hours in order to meet the requirements of the service or to attend to emergency situations if and when there are insufficient volunteers to meet the Company's needs.

#### **10.4 Rest period before recommencing work**

10.4.1 When additional hours have been performed it will be necessary when reasonably practicable for Employees to have at least ten consecutive hours off duty between the work of successive days except in the case of Employees who are participating in a rotating day and night shift roster, in which case a break of not less than eight hours will apply.

10.4.2 If, on the insistence of the Employer, an Employee resumes or continues work without having had the minimum eight or ten consecutive hours off duty, he/she will be paid at additional time rates in accordance with clause 8.4.2 of this Agreement until released from duty.

10.4.3 The Employee will be entitled to be absent until he/she has had eight or ten consecutive hours off duty, whichever is applicable without loss of pay for ordinary hours occurring during such absence.

#### **10.5 Rosters**

10.5.1 Rosters will be displayed at least 2 weeks in advance and daily disposition lists will wherever practicable be displayed at least 24 hours in advance on the company's intranet system. Amendments to the daily disposition will be made, as needed, within the constraints of any agreements relating to minimum safe staffing levels, by the Duty Supervisor or Night Supervisor, to account for sick leave, other unplanned staff absences and for escort type duties not provided for on the roster.

10.5.2 Under normal circumstances a staff member will not be moved from one roster to another without 14 days' notice of the intended change and an hours adjustment must be made to achieve the average 38 hour week.

### **11. PERSONAL LEAVE**

#### **11.1 Personal Leave Annual Accrual**

11.1.1 Permanent Employees are entitled to paid personal leave, in accordance with this clause, if they are unable to attend work because of a personal injury or illness (sick leave), or because they have to care for a member of their immediate family or a member of their household who requires care and support because of a personal illness, or injury, of the member, or an unexpected emergency affecting the member (carer's leave).

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11.1.2 Subject to the 'start up' provisions referred to in clause 11.5.1, full time Employees covered by this Agreement as at its date of commencement, will be entitled to accrue personal leave credits on a pro rata basis each fortnight to a maximum of four (4) weeks (152 hours) each year. Part Time Employees covered by the terms of this Agreement as at its date of commencement, will be entitled to pro-rata credits based on the proportion of the full time Employee entitlement having regard to hours worked.

Provided that entitlements for the first twelve months after commencement of this Agreement are to be credited in advance so that the system of fortnightly-accruals does not actually commence until the beginning of year two.

11.1.3 Employees who are appointed as Permanent Employees after the commencement date of this Agreement will accrue personal leave on a fortnightly basis to a maximum of three (3) weeks (114 hours) for each of the first five (5) years of their permanent status. Thereafter they will move to fortnightly accruals based on a maximum of four (4) weeks per year.

11.1.4 Unused personal leave credits at the end of each accrual year will carryover and accumulate.

11.1.5 Payment is based on all hours that the Employee would have normally been rostered to work on the day of absence in accordance with the requirements of the Act. The hours paid as personal leave will be deducted from the Employee's accrued entitlement.

11.1.6 Employees will only be entitled to paid personal leave for the day(s) they would have been required to work an ordinary time rostered shift.

## **11.2 Sick Leave**

11.2.1 If an Employee is unable to attend work because of injury or illness, the Employee must inform GSL as soon as is reasonably practicable and, in any event, prior to the start of their shift, unless unable to comply with this requirement due to reasons beyond their control. The advice provided should include the period the employee expects to be away from work and the nature of the illness or injury (if known).

11.2.2 Employees will be required to provide evidence satisfactory to GSL from a registered health practitioner in the form of a medical certificate, or in circumstances where it is not practicable to provide a medical certificate a statutory declaration that is satisfactory to GSL in cases where:

- An Employee has in excess of 38 hours in single or part day absences in any one calendar year;
- The absences exceed one day or shift;
- The absences occur before or after a rostered rest day, public holiday or other leave;

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- The Director of the Prison so decides in accordance with Company policy.

11.2.3 Casual Employees have no entitlement to paid personal leave.

### **11.3 Carer's Leave**

11.3.1 A maximum of 76 hours paid personal leave may be taken as carer's leave in any one year.

11.3.2 An employee is entitled to carer's leave to care for members of their immediate family or household because of:

(a) a personal illness or injury of the member; or

(b) an unexpected emergency affecting the member.

11.3.3 Employees are required to produce a relevant document (medical certificate or statutory declaration) for any absence taken for carer's leave. If the document is a medical certificate, it must include a statement to the effect that, in the opinion of the registered health practitioner, the Employee's immediate family member was suffering a personal illness or injury during the period necessitating the non attendance for work.

If the document is a statutory declaration, it must include a statement to the effect that the Employee required leave to support the immediate family member because of a personal illness, or injury or an unexpected emergency.

11.3.4 An employee's entitlement to carer's leave is subject to the Employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

11.3.5 In circumstances where Permanent Employees have exhausted their paid carer's leave entitlement, the employee is entitled to up to two (2) days unpaid carer's leave for each occasion on which they may have otherwise claimed paid carers leave.

11.3.6 Casual Employees may access up to two (2) days unpaid carer's leave, subject to meeting the notice and evidence conditions above.

### **11.4 Cash out of Personal Leave**

11.4.1 Subject to this clause and the provisions of the Act, an employee may elect to forgo a portion of his/her paid personal leave entitlement and receive payment in lieu for the amount of leave foregone.

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- 11.4.2 An employee may not forgo more than 38 hours personal leave in any 12 month period between 1 December in one year and 30 November in the following year.
- 11.4.3 Commencing on 1 December 2007 and each year thereafter, an employee who was employed at the workplace immediately prior to the commencement of this Agreement may elect to forgo:
- (a) up to 38 hours personal leave – if no personal leave was utilised in the period identified in 11.4.2; or
  - (b) the balance of 38 hours personal leave – where less than 38 hours personal leave was utilised in the period identified in 11.4.2.
- 11.4.4 An employee with 18 or less months' service as at 30 November in any year is not permitted to forgo personal leave.
- 11.4.5 An employee who commenced employment after the commencement of this Agreement and who has 18 or more months' service as 30 November in any year will be entitled to forgo personal leave on the same basis as Employees to whom 11.4.3 applies.
- 11.4.6 A request to forgo personal leave must be made in writing by the employee if they wish to do so and approved by GSL.
- 11.4.7 Payment in lieu of personal leave forgone will be made at the hourly rate applicable to the employee concerned at the time the request is approved.
- 11.4.8 Application of this clause is designed to ensure that the balance of personal leave available after deductions for the cashed out components is not less than the 114 hours (3/52 of the year's nominal hours) minimum requirements specified in the Act.

## **11.5 Start up bank of Personal Leave**

- 11.5.1 Employees to whom this Agreement applies and who were employed at the Workplace as at the commencement date of this Agreement will each be granted a once off transitional start up bank of ten (10) weeks (380 hours) personal leave in recognition of the changes made to their previous system of sick leave which has now been replaced by a system of entitlements outlined in clause 11.1.2.
- 11.5.2 Part-time Employees will be granted a pro rata equivalent start up bank based on the number of hours worked each week compared to those of a full time employee. Provided that Employees who, at the commencement of this Agreement, have been granted approval to revert from full time to part time hours on an interim basis to meet personal circumstances, may apply to the Director of the Prison for a full 10 week (380 hour) start up bank. Provided further that the conversion from full time to part time hours must have

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occurred within the twelve months immediately prior to commencement of this Agreement.

11.5.3 Applications submitted in accordance with 11.5.2 will be decided by the Director of the Prison on a case by case basis having regard to individual circumstances.

11.5.4 Personal leave entitlements under the provisions of clause 11.1.2 will be additional to the start up bank provided under this clause.

11.5.5 This clause does not apply to Casual Employees and Employees who commence employment after the commencement date of this Agreement.

## **11.6 General**

11.6.1 If it is not practicable for Employees to give GSL prior notice of their absence, the employee must notify GSL by telephone at the first available opportunity. Failure to provide such notice may result in non-payment of personal leave.

11.6.2 GSL reserves the right to have Employees reviewed by a Company appointed doctor where GSL believes the health and safety of the Employee or others may be jeopardised if the Employee was to return/continue to work. Where an Employee has lodged a claim pursuant to the Accident Compensation Act 1985 (Vic) or is receiving compensation payments pursuant to that Act, the provisions of this clause shall not apply. Provided that the provisions of this clause shall not qualify or limit either parties rights pursuant to the Accident Compensation Act 1985 (Vic) or at common law.

11.6.3 The Director of the Prison, may in special and extenuating circumstances grant additional paid leave at the Director's sole discretion.

11.6.4 Personal leave is not payable:-

- for periods of absence on workers compensation;
- upon termination of employment;
- to casual Employees.

11.6.5 Where a dispute arises over the application of this clause between the Employee and the Employer the dispute will be dealt with in accordance with the dispute resolution procedure in this Agreement.

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## **11.7 Compassionate Leave**

11.7.1 Permanent Employees will receive a grant of paid leave for up to two (2) days per occasion which is in addition to the Personal Leave entitlement:

11.7.1.1 where an immediate family member or member of the Employees household has a personal illness, or injury, that poses a serious threat to his or her life; or

11.7.1.2 after the death of an employee's immediate family or member of the employee's household.

11.7.2 Payment is based on the hours the employee would have worked on the day of the absence at the rate the employee would have received had they been at work.

11.7.3 Employees must advise GSL as soon as possible of their need to take compassionate leave.

11.7.4 Compassionate leave is non-cumulative.

11.7.5 GSL may require Employees to produce suitable evidence to support claims for compassionate leave. Evidence requirements are the same as those in the Act.

11.7.6 A casual Employee may request unpaid time off from work in accordance with this clause.

## **12. ANNUAL LEAVE**

### **12.1 Custodial Officers**

12.1.1. Custodial Officers required to work a 7 day roster pattern that includes not less than 10 Sundays shall receive 7 weeks (266 hours), annual leave each year. Each week's paid annual leave shall therefore consist of a nominal 38 hours. Such leave shall accrue at the rate of 5.1154 hours for each week of service so rostered.

12.1.2. Where a 7 day shift worker is rostered to perform duty on less than 10 Sundays over the annual leave accrual year, he/she shall be granted additional leave at the rate of 3.8 hours in respect of each Sunday so rostered.

12.1.3. All other Custodial Officers shall receive 6 weeks (228 hours) annual leave each year. Such leave shall be accrued at the rate of 4.3846 hours for each week of service.

12.1.4. The annual leave entitlement in this clause includes an allowance for all public holidays or days off in lieu of public holidays worked.

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## **12.2 Employees Other than Custodial Officers**

12.2.1 Non shift work Employees working in clerical assistant/administrative positions and other non custodial officer positions covered under this Agreement shall receive four (4) weeks (152 hours) annual leave each year. Such leave shall accrue at the rate of 2.9230 hours for each week of service.

12.2.2 Public Holidays gazetted for observance on any day Monday to Friday during the course of annual leave clearance by Employees under clause 11.2.1 are to be added to the leave credits of the Employee(s) concerned.

## **12.3 General Conditions**

12.3.1 Annual leave will be taken at times agreed between the employee and GSL or as otherwise provided by the Act.

12.3.2 Employee's are encouraged to take annual leave in the year in which it accrues.

12.3.3 Annual leave is payable at the Employees ordinary rate of pay for the number of ordinary hours they would normally have worked during the period of annual leave. Annual leave hours paid will be deducted from the Employees accrued entitlement.

12.3.4 Any annual leave accrued but not taken will be paid out on termination of employment based at the Employees ordinary rate of pay at that time.

12.3.5 The annual leave entitlement in this clause includes an allowance for all public holidays or days off in lieu of public holidays worked.

12.3.6 Annual leave payment shall be made on the pay day preceding leave provided at least 14 days notice is provided.

12.3.7 Annual leave loading is included in the annual salary.

12.3.8 Leave shall be taken in blocks of not less than 38 hours, other than in emergency situations or as otherwise agreed.

12.3.9 Due to operational requirements, annual leave will be scheduled so that at any time sufficient staff are available for duty. The allocation of leave shall be fair and equitable, taking full account of the domestic and social circumstances of all staff.

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## **12.4 Cash out of Annual Leave**

12.4.1 Employees may apply in writing to cash out any annual leave which accrued prior to the commencement of 'Workchoices' legislation (27 March 2006). Due to the need to minimise any adverse impact the operation of this provision might have on GSL, it is agreed that approval of any such application must be at GSL's sole discretion. In addition, Employees may make application to GSL to cash out a maximum of two (2) weeks annual leave in each twelve (12) month period for leave which accrues after 27 March 2006. Employees' requests to cash out annual leave must be in writing and be subject to GSL's approval.

12.4.2 Payments approved under this clause will be made at the Employee's ordinary rate of pay at the time.

## **13. SPECIAL CATEGORIES OF LEAVE**

### **13.1 Long Service Leave**

Long Service Leave entitlements shall be in accordance with the Long Service Leave Act 1992. Provided all Employees shall be able to make application to access their entitlement to Long Service Leave after ten (10) years of service. Applications for Long Service Leave will be granted subject to GSL's operational requirements.

### **13.2 Civic Duties Leave**

It is expected that due to the nature of their occupation, officers would be excused from civic duties such as jury service. However, GSL shall make up any loss of pay arising out of any leave requirement for civic duties to a maximum of 38 hours in any one year. Casual Employees are not entitled to paid civic duties leave.

### **13.3 Parental Leave**

Subject to the terms of this clause Employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time and eligible casual Employees, but do not apply to other casual Employees.

An eligible casual Employee means a casual Employee:

- (a) employed by GSL at the Workplace on a regular and systematic basis for sequence of employment or on a regular and systematic basis for a ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

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For the purposes of this clause, continuous service is work for GSL at the Workplace on a regular and systematic basis (including any period of authorised leave or absence).

GSL must not fail to re-engage a casual Employee because:

- (a) the Employee or Employee's spouse is pregnant; or
- (b) the Employee is or has been immediately absent on parental leave.

The rights of GSL in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

### **13.3.1 Definitions**

**13.1.1.1** For the purpose of this clause child means a child of the Employee under school age except for adoption of an eligible child where 'eligible child' means a person under the age of 5 years who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.

**13.1.1.2** For the purposes of this clause, spouse includes a de facto, former spouse or former de facto spouse .

### **13.3.2 Basic entitlement**

**13.3.2.1** Parents who have, or will have immediately before the expected date of birth, completed at least twelve months continuous service, are entitled to a combined total of 52 weeks parental leave on a shared basis in relation to the birth or adoption of their child. For females, a paid component of a continuous period 3 (three) weeks' maternity leave may be taken and for males a paid component of 1 (one) week's paternity leave may be taken. In the case of adoption, a paid component of 3 (three) weeks' leave is available to the primary care giver and 1 (one) week's leave for the secondary care giver. An Employee who does not satisfy the qualifying service requirement for the paid components of leave, or an Employee who is an eligible casual Employee, shall be entitled to leave without pay for a period not exceeding 52 weeks.

**13.3.2.2** Subject to 13.3.4 hereof, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

**13.3.2.2(a)** in the case of one week's paid paternity leave, an Employee shall be entitled to a total of five days (which need not be taken consecutively) which may be commenced 1 (one) week prior to the expected date of birth, and in the case of adoption leave for the secondary care giver, one week's paid leave and up to 2 weeks unpaid leave which may be commenced at the time of placement.

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### **13.3.3 Maternity leave**

- 13.3.3.1** An Employee must provide notice to GSL in advance of the expected date of commencement of parental leave. The notice requirements are:
- 13.3.3.1(a)** of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Employee is pregnant) - at least ten weeks;
  - 13.3.3.1(b)** of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.
- 13.3.3.2** When the Employee gives notice under 13.3.3.1(a) hereof the Employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 13.3.3.3** An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 13.3.3.4** Subject to 13.3.2.1 hereof and unless agreed otherwise between the GSL and Employee, an Employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 13.3.3.5** Where an Employee continues to work within the six week period immediately prior to the expected date of birth of the child or is on paid leave under 13.3.9.2 GSL may require the Employee to provide a medical certificate stating that she is fit to work on her normal duties. GSL may require the employee to start maternity leave if the employee:
- 13.3.3.5(a)** does not give GSL the requested certificate within 7 days after the request; or,
  - 13.3.3.5(b)** within 7 days after the request for the certificate, gives GSL a medical certificate stating that the employee is unfit to work.

### **13.3.4 Special maternity leave**

- 13.3.4.1(a)** Where the pregnancy of an Employee not then on maternity leave terminates within 28 weeks before the expected date of birth, other than by the birth of a living child, then the Employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 13.3.4.1(b)** Where an Employee is suffering from an illness not related to the direct consequences of the confinement, the Employee may

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take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

**13.3.4.1(c)** Where an Employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

**13.3.4.2** Where leave is granted under 13.3.3.4 hereof, during the period of leave an Employee may return to work at any time, as agreed between GSL and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.

### **13.3.5 Paternity leave**

**13.3.5.1** An Employee will provide to GSL at least ten weeks prior to each proposed period of paternity leave, with:

**13.3.5.1(a)** a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected dated of confinement, or states the date on which the birth took place; and

**13.3.5.1(b)** written notification of the dates on which he proposes to start and finish the period of paternity leave; and

**13.3.5.1(c)** a statutory declaration stating:

**13.3.5.1(c)(i)** except in relation to leave taken simultaneously with the child's mother under clause 13.3.2.2(a) or clause 13.3.7.1(a), that he will take the period of paternity leave to become the primary care-giver of a child;

**13.3.5.1(c)(ii)** particulars of any period of maternity leave sought or taken by his spouse; and

**13.3.5.1(c)(iii)** that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

**13.3.5.2** The Employee will not be in breach of 13.3.5.1 hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

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### **13.3.6 Adoption leave**

- 13.3.6.1** An employee must provide GSL with written notice of his/her intention to apply for adoption leave as soon as is reasonable practicable after receiving a placement approval notice from an adoption agency or other appropriate body.
- 13.3.6.2** The employee must give written notice of the day when the placement with the employee is expected to start as soon as possible after receiving a placement notice indicating the expected placement day.
- 13.3.6.3** The employee must give the following written notice of the first and last days of any period of adoption leave he/she intends to apply for because of the placement:
- 13.3.6.2(a)** If a placement notice is received within the period of 8 weeks after receiving the placement approval notice – before the end of that 8 week period; or
  - 13.3.6.2(b)** if a placement notice is received after the end of the period of 8 weeks after receiving the placement approval notice – as soon as reasonably practicable after receiving the placement notice.
- 13.3.6.4** As a general rule, the primary care giver must make application for leave to GSL at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken, and the secondary care giver must make application for leave no later than 14 days in advance of adoption leave and state the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 13.3.6.5** Before commencing adoption leave, an employee will provide GSL with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:
- 13.3.6.5(a)** that the child is an eligible child, whether the employee is taking adoption leave as a primary or secondary caregiver or both and the particulars of any other authorised leave to be taken because of the placement.
  - 13.3.6.5(b)** except in relation to leave taken simultaneously with the child's other adoptive parent under clause 13.3.2.2(a) or clause 13.3.7.1(a), that the employee is seeking adoption leave to become the primary care-giver of the child;

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**13.3.6.5(c)** particulars of any period of adoption leave sought or taken by the employee's spouse; and

**13.3.6.5(d)** that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

**13.3.6.6** An employee must provide GSL with confirmation from the adoption agency of the start of the placement.

**13.3.6.7** Where the placement of child for adoption with an Employee does not proceed or continue, the Employee will notify the GSL immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.

**13.3.6.8** An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

**13.3.6.6** An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and GSL should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave. Where paid leave is available to the Employee, GSL may require the Employee to take such leave instead.

### **13.3.7 Right to request**

**13.3.7.1** An Employee entitled to parental leave pursuant to the provisions of clause 13.3.2.1 may request GSL to allow the Employee:

**13.3.7.1(a)** to extend the period of simultaneous unpaid parental leave provided for in clause 13.3.2.2(a) up to a maximum of eight weeks;

**13.3.7.1(b)** to extend the period of unpaid parental leave provided for in clause 13.3.2.1 by a further continuous period of leave not exceeding 12 months;

**13.3.7.1(c)** to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the Employee in reconciling work and parental responsibilities.

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**13.3.7.2** GSL shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the Workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

**13.3.7.3 Employee's request and Employer's decision to be in writing**

The Employee's request and the Employer's decision made under clauses 13.3.7.1(b) and 13.3.7.1(c) must be recorded in writing.

**13.3.7.4 Request to return to work part-time**

Where an Employee wishes to make a request under clause 13.3.7.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

**13.3.7.5 Variation of period of parental leave**

Unless agreed otherwise between GSL and the Employee, where an Employee takes leave under clause 13.3.2.1 and 13.3.7.1(b) an Employee may apply to GSL to change the period of parental leave on one occasion. Any such change must be notified in writing at least two weeks prior to the commencement of the changed arrangements.

**13.3.8 Parental leave and other entitlements**

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 13.3.7.

**13.3.9 Transfer to a safe job**

**13.3.9.1** Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the Employer deems it practicable, be transferred to a safe job with no other change to the employee's terms and conditions of employment until the commencement of maternity leave.

**13.3.9.2** If GSL does not think it reasonably practicable to transfer the employee to a safe job, the employee may take paid leave, or GSL may require the employee to take paid leave immediately for a period which ends at the earliest of either:

**13.3.9.2(a)** When the employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner, or

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**13.3.9.2(b)** When the employee's pregnancy results in the birth of a living child or when the employee's pregnancy ends otherwise than with the birth of a living child.

The entitlement to leave is in addition to any other leave entitlement the employee has.

**13.3.10 Returning to work after a period of parental leave**

**13.3.10.1** An Employee will notify of her intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

**13.3.10.2** Subject to clause 13.3.10.3, an employee will be entitled to the position which she held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 13.3.9 hereof, the employee will be entitled to return to the position she held immediately before such transfer.

**13.3.10.3** Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

**13.3.11 Replacement Employees**

**13.3.11.1** A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.

**13.3.11.2** Before GSL engages a replacement Employee the Company will inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

**13.3.12 Communication during Parental leave**

**13.3.12.1** Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

**13.3.12.1(a)** make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and

**13.3.12.1(b)** provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

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**13.3.12.2** The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

**13.3.12.3** The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with 13.3.12.1.

#### **13.4 Defence Force Leave**

13.4.1 The company shall; subject to operational and staffing demands grant an officer who is a member of the Defence Force Reserve unpaid leave of up to two 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 arm of the Defence Force to which the Employee is attached.

12.4.3 Such officer shall furnish proof of attendance at Reserve Force training if the Employer so requests.

#### **13.5 Study Leave**

Study Leave is available to eligible Employees who satisfy GSL's company wide policy on this topic as at the date of this Agreement or as amended through the consultative processes contained in clause 14.

#### **13.6 Superannuation**

The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. The legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

##### **13.6.1 Ordinary Time Earnings**

For the purposes of the Superannuation Guarantee (Administration) Act 1992 ordinary time earnings means an Employee's wage rate determined in accordance with this Agreement.

##### **13.6.2 Superannuation Fund**

GSL shall make contributions to the Australian Super Fund on behalf of the Employee in accordance with the minimum requirements prescribed by the Superannuation Guarantee (Administration) Act 1992. Employees may make application to GSL to have contributions made to another complying superannuation fund.

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### 13.6.3 Salary Sacrifice

GSL recognises the varying needs of staff to have some freedom in determining their final superannuation benefit and has therefore agreed to offer Employees the opportunity to make voluntary personal superannuation contributions by way of salary sacrifice.

Any contributions made by means of salary sacrifice will constitute a component of the wage/salary structures referred to in clauses 8.1 and 8.2 and the Company will not be required to increase such Employee's wage or salary to reflect any contributions made under provisions of this clause.

In the event that the law governing superannuation and taxation changes in such a way as to make the objective of this clause ineffective or illegal, the Company will advise Employees concerned, and the salary sacrifice contribution or choice of funds arrangement will cease or be amended.

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## **PART 4 CONSULTATION AND DISPUTES RESOLUTION**

### **14. CONSULTATIVE COMMITTEE**

Given the commitments of the parties outlined in clauses 16.2.1 and 16.2.2, the parties acknowledge the requirement for an atmosphere of mutual trust and co-operation. The continued operation of a suitably structured Consultative Committee is agreed as the most appropriate forum in which to achieve this.

The Consultative Committee is a forum in which management, Employees and where appropriate, external service providers (“Partners”) that are contracted to deliver ongoing essential services to the prison, are able to express their points of view and thus contribute to the management decision making process.

The composition and structure of the Committee will be determined by mutual agreement between the Director, Port Phillip Prison and Employees.

### **15. DISPUTE SETTLEMENT PROCEDURE**

15.1 A dispute or grievance must be dealt with in the following manner:

It is the intention of this Agreement to eliminate disputes. It is agreed that the parties to this Agreement shall confer in good faith with a view to resolving the issue causing the disputation at the workplace.

15.2 Where appropriate the matter must first be discussed by the aggrieved Employee with his or her immediate supervisor.

15.3 If the matter is not settled, the Employee can require that the matter be discussed with another representative of the Employer appointed for the purposes of this procedure. The Employee is entitled to have a representative of his/her choice present at this discussion.

15.4 If a dispute in relation to a matter arising under the agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Commission for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary the Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

15.5 It is a term of this Agreement that while the dispute resolution procedure is being conducted work will continue normally unless an Employee has a reasonable concern about an imminent risk to his or her health or safety.

15.6 Any dispute referred to the Commission under this clause should be dealt with by a member agreed by the parties at the time or, in default of Agreement, a member nominated by either the head of the relevant panel or the President.

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15.7 The decision of the Commission will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

15.8 GSL and Employees must co-operate to ensure that these procedures are carried out expeditiously.

## **16. TERMINATION CHANGE AND REDUNDANCY**

### **16.1 Termination of Employment**

#### **16.1.1. Notice of Termination by Employer**

16.1.1.1. In order to terminate the employment of a permanent Employee GSL shall give 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

16.1.1.2 In addition to the notice in sub-paragraph 16.1.1.1 above, Employees over forty five years of age at the time of the giving of notice with not less than two year's continuous service shall be entitled to additional notice of one week.

16.1.1.3 Payment in lieu of the notice prescribed in sub-paragraphs 16.1.1.1 and/or 16.1.1.2 hereof 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.

16.1.1.4 In calculating any payment in lieu of notice the wages an Employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.

16.1.1.5 The period of notice in this clause shall not apply in the case of dismissal for conduct that at common law justifies instant dismissal or in the case of casual Employees or Employees engaged for a specific period of time or for a specific task or tasks.

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### 16.1.2. Notice of Termination by Employees

In order to terminate employment an Employee shall give the Employer the following notice:

Period of Continuous Service	Period of Notice
Less than one year	1 week
One year and over	2 weeks

If an Employee fails to give proper notice, the Employer may deduct wages to the value of the notice period not given by the Employee.

### 16.1.3. Time off during Notice Period

Where the Employer has given notice of termination to an Employee, the Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Employer.

### 16.1.4. 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 his or her employment and the classification of or the type of work performed by the Employee.

### 16.1.5. Payment in Lieu

Where the Employer makes payments in lieu for all or any of the period of notice prescribed, then the period for which such payment is made shall be treated as service for the purposes of computing any service related entitlement of the Employee arising pursuant to this Agreement.

## 16.2. Introduction of Change

### 16.2.1 Notification of Intended Changes

16.2.1.1 Where the Employer has made a definite decision to implement changes in production, program, Organisation, structure or technology (including restructure of the companies operations which may lead to loss of jobs or job opportunities) that are likely to have significant effects on Employees, the Employer shall notify Employees who may be affected by the proposed changes and where requested the Employees nominated representatives, within seventy-two (72) hours.

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16.2.1.2 "Significant Effects" include termination of employment; major changes in the composition, operation or size of the Employer's work force or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work beyond the scope of this Agreement; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs. Provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

### 16.2.2. Consultation with Employees

16.2.2.1 The Employer shall discuss with the Employees affected and if Employees wish, a representative of their choice, among other things, the introduction of the changes referred to in sub-clause 16.2.1.2 hereof, the effects the changes are likely to have on Employees, measures to avert or mitigate the adverse effects of such changes on Employees and shall give prompt consideration to matters raised by the Employees or their representative in relation to the changes.

16.2.2.2 The discussions shall commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in sub-clause 16.2.1.2 hereof.

16.2.2.3 For the purpose of such discussion, the Employer shall provide in writing to the Employees concerned and or their nominated representative, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on Employees and any other matters likely to affect Employees provided that the Employer shall not be required to disclose confidential information disclosure of which, which looked at objectively would be inimical to the Employer's interests.

## 16.3. Redundancy

16.3.1. '**Redundancy**' in this clause means the loss of employment due to the Employer no longer requiring the job the Employee has been doing to be performed by anyone.

### 16.3.2. Discussions before Terminations

16.3.2.1 Where the Employer has made a definite decision that leads to a redundancy situation and that decision may lead to termination of employment, the Employer shall have discussions with the Employees directly affected and, where applicable, their Union or nominated representative. Discussions shall cover, among other things, the reasons for

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the proposed terminations, measures to avoid or minimise the terminations, and measures to mitigate the adverse effects of any terminations on the Employees concerned.

- 16.3.2.2 For the purposes of discussion the Employer shall as soon as practicable provide in writing to the Employees concerned and their Union or other nominated representative, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employee's 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 the Employer shall not be required to disclose confidential information the disclosure of which when looked at objectively, would be inimical to the Employer's interests.

### **16.3.3. Period of Notice of Termination on Redundancy**

- 16.3.3.1 If the services of an Employee are to be terminated due to redundancy such Employee shall be given notice of termination as prescribed by clause 16.1.1 of this Agreement provided that Employees to whom notification of termination of service is to be given on account of the introduction or proposed introduction by the Employer of automation or other like technological changes in the industry in relation to which the Employer is engaged shall be given not less than three months notice of termination.
- 16.3.3.2 Should the Employer fail to give notice of termination as required in sub clause 16.1.1 herein the Employer shall pay to that Employee an amount calculated in accordance with the Employee the ordinary rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given shall be deemed to be service with the Employer for the purposes of the Long Service Leave Act, 1992.

### **16.3.4. Notification to-Centrelink**

Where a decision has been made to terminate the employment of 15 or more Employee(s), on account of redundancy GSL shall notify Centrelink giving relevant information including a written statement of reason(s) for the termination(s), the number and categories of the Employees likely to be affected, and the period over which the termination(s) are intended to be carried out.

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### 16.3.5. Severance Pay

16.3.5.1 In addition to the periods of notice prescribed for termination in clause 16.1.1 hereof an Employee whose employment is terminated by reason of redundancy shall be entitled to the following amounts of severance pay in respect of a continuous period of service:

<b>Period of Continuous Service</b>	<b>Severance Pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	6 weeks pay
3 years and less than 4 years	7 weeks pay
4 years and over	8 weeks pay

16.3.5.2 "Weeks Pay" means the ordinary time rate of pay for the Employee concerned.

### 16.3.6. Time Off During Notice Period

16.3.6.1 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 for the purpose of seeking other employment.

16.3.6.2 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 he or she shall not receive payment for the time absent. For this purpose a statutory declaration shall be sufficient.

### 16.3.7. Alternative Employment

The Employer in a particular redundancy case, may make application to the Commission to have the severance pay prescription varied if the Employer obtains acceptable alternative employment for an Employee.

### 16.3.8. Employee Leaving During Notice

An Employee whose employment is terminated on account of redundancy may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the Employer until the expiry of such notice. In such circumstances the Employee shall not be entitled to payment in lieu of notice.

### 16.3.9. Written Notice

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The Employer shall, but prior to the termination of the Employee's employment, give to the Employee a written notice containing, among other things, the following:

- 16.3.9.1 The date and time of the proposed termination of the Employee's employment;
- 16.3.9.2 Details of the monetary entitlements of the Employee upon the termination of his/her employment including the manner and method by which those entitlements have been calculated;
- 16.3.9.3 Advice as to the entitlement of the Employee to assistance from the Employer, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment; and
- 16.3.9.4 Advice as to the entitlements of the Employee should he/she terminate his/her employment during the period of notice.

#### **16.3.10. Payment in Lieu Treated as Service**

If the Employer makes payment in lieu for all or any of the period of notice prescribed by sub-clause (3) hereof, then the period for which such payment is made shall be treated as service for the purposes of computing any service related entitlements of the Employee arising pursuant to this Agreement and shall be deemed to be service with the Employer for the purposes of the Long Service Leave Act 1992.

#### **16.3.11. Transfer to Lower Paid Duties**

Where an Employee whose job has become redundant accepts an offer of alternative work by the Employer at a rate of pay which is less than the rate of pay for the former position, the Employee shall be entitled to the same period of notice of the date of commencement of work in the new position as if his/her 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 rate of pay and the new lower rate for the number of weeks of notice still owing.

#### **16.3.12 Employees Exempted**

This clause shall not apply where employment is terminated as a consequence of conduct that at common law justifies instant dismissal or in the case of casual Employees or Employees engaged for a specific period of time or for a specified task or tasks.

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## **PART 5 OTHER MATTERS**

### **17. OTHER MATTERS**

#### **17.1 Company Policies and Procedures**

17.1.1 Where there is any disparity between Company policies and procedures and this Agreement, the Agreement will prevail.

17.1.2 Changes to policies and procedures which will impact directly on Employees covered under this Agreement, will be referred for discussion at Consultative Committee level prior to implementation.

#### **17.2 No Extra Claims**

The parties agree not to pursue any further claims relating to the relationship of Employer and Employee, whether dealt with in this Agreement or not prior to the nominal expiry date of this Agreement.

#### **17.3 Posting of Agreement**

A copy of this Agreement will be available at staffing office or other locations easily accessible by Employees.

#### **17.4 Costs Of Employment Related Legal Proceedings**

17.4.1 If an Employee is required to attend a Coroner's inquest on matters which directly arise from the performance of the Employee's duties, the Employer shall meet the Employee's reasonable legal costs relating to appearance at or representation before the Coroner's Court.

17.4.2 Where legal proceedings are initiated against an Employee as a direct consequence of the Employee legitimately and properly performing his or her duties, the Employer will not unreasonably withhold agreement to meet the Employee's reasonable legal costs relating to the defence of such proceedings.

17.4.3 Where, as a direct consequence of the Employee legitimately and properly performing his or her duties, it is necessary to obtain an intervention order or similar remedy against a client, the Employer will not unreasonably withhold agreement to meet the Employee's reasonable legal costs in obtaining the order or other remedy.

17.4.4 An application to meet an Employee's reasonable legal costs will be dealt with expeditiously by the level of management responsible for deciding the matter.

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## APPENDIX 1

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### Classification Structure for Administrative Staff

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#### **GRADE 1 CLERICAL OFFICER**

1. Employees in this grade perform and are accountable for clerical and office tasks as directed within the skill levels set out. They work within established routines, methods and procedures. Supervision is direct.

Employees shall be graded at this level where the principal functions of their employment, as determined by GSL, requires the exercise of any one or more of the skill levels set out below.

Employees may be required to train other Employees in the skills of their own grade by means of personal instruction and demonstration.

##### **1.1 Machine operation - skill level 1**

Operate telephone/intercom systems, telephone answering machines, facsimile machines, photocopiers, franking machines and guillotines.

##### **1.2 Information handling skills - skill level 1**

Receive, sort, open, distribute incoming mail, process outgoing mail, receive incoming and dispatch outgoing courier mail, deliver messages and documents to appropriate persons/locations. Prepare and collate documents. Sort and file documents/records accurately in correct location/sequence using an established paper based filing system.

##### **1.3 Enterprise/industry, specialist skills - skill level 1**

Acquire and apply a limited knowledge of office procedures and requirements.

#### **GRADE 2 CLERICAL OFFICER**

2. Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 1. They are responsible and accountable for their own work which is performed within established routines, methods and procedures.

Supervision is routine.

Employees shall be graded at this level where the principal functions of their employment, as determined by GSL, requires the exercise of any one or more of the skill levels set out below.

Employees may be required to train other Employees in the skills of their own grade and below by means of personal instruction and demonstration.

##### **2.1 Machine operation - skill level 2**

Operate adding machines, switchboard, paging system, telex machine, typewriter and calculator.

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## **2.2 Computer - skill level 1**

Use knowledge of keyboard and function keys to enter and retrieve data through computer terminal.

## **2.3 Keyboard typing - skill level 1**

Copy type at 25 words per minute with 98% accuracy.

## **2.4 Information handling skills - skill level 2**

Maintain mail register and records. Maintain established paper-based filing/records systems in accordance with set procedures including creating and indexing new files, distributing files within the organisation as requested, monitoring file locations. Transcribe information into records, complete forms, take telephone messages.

## **2.5 Enterprise/industry, specialist skills - skill level 2**

Acquire and apply a working knowledge of office or sectional operating procedures and requirements. Acquire and apply a working knowledge of the organisation's structure and personnel in order to deal with inquiries at first instance, locate appropriate staff in different sections, relay internal information, respond to or redirect inquiries, greet visitors.

## **2.6 Business/financial skills - skill level 1**

Keep appropriate records. Sort, process and record original source financial documents (e.g. Invoices, cheques, correspondence) on a daily basis; maintain and record petty cash; prepare bank deposits and withdrawals and do banking.

## **GRADE 3 CLERICAL OFFICER**

3. Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 2.

They are responsible and accountable for their own work, which is performed within established guidelines, they exercise limited discretion within the range of their skill and knowledge. Supervision is general.

Employees shall be graded at this level where the principal functions of their employment, as determined by GSL, requires the exercise of any one or more of the skill levels set out below.

Employees may be required to train other Employees in the skills of their own grade and below by means of personal instruction and demonstration.

### **3.1 Machine operation - skill level 3**

Operate computerised radio telephone equipment, micro/personal computer, printing devices attached to personal computer, dictaphone equipment, typewriters.

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### **3.2 Keyboard typing - skill level 2**

Produce documents and correspondence using knowledge of standard formats, touch type at 40 words per minute with 98% accuracy, audio type.

### **3.3 Computer - skill level 2**

Use one or more software application package(s) developed for a micro/personal computer to operate and populate a database, spreadsheet/worksheet to achieve a desired result; graph previously prepared spreadsheet; use simple menu utilities of personal computer. Following standard procedures or template for the preceding functions using existing models/fields of information. Create, maintain and generate simple reports. Use a central computer resource to an equivalent standard.

### **3.4 Word processing - skill level 1**

Use one or more software packages to create, format, edit, proof read, spell check, correct, print and save text documents, e.g. standard correspondence and business documents. Apply additional functions such as search and replace, variable fonts, moving and merging across documents and simple maths.

### **3.5 Secretarial - skill level 1**

Take shorthand notes at 70 words per minute and transcribe with 95% accuracy. Arrange travel bookings and itineraries, make appointments, screen telephone calls, follow visitor protocol procedures, establish telephone contact on behalf of executive.

### **3.6 Enterprise/industry, specialist skills - skill level 3**

Apply a working knowledge of the organisation's products/services, functions, locations and clients. Respond to and act upon most internal/external inquiries in own function area.

### **3.7 Information handling skills - skill level 3**

Use and maintain a computer-based record management system to identify, access and extract information from internal sources. Maintain circulation, indexing and filing systems for publications, review files, close files, archive files.

### **3.8 Business/financial skills - skill level 2**

Maintain financial records and journals; collect and prepare time and wages records; prepare accounts payable for authorisation; respond to simple account queries from debtors; post transactions to ledger.

Employees holding a Certificate of Office & Secretarial Studies (TAFE) or accredited equivalent and who are required to use skills and perform tasks within the range of skills in Grade 3 shall be graded at Grade 3 or above.

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## **GRADE 4 CLERICAL OFFICER**

4. Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 3. They are responsible and accountable for their own work, and exercise discretion and initiative in the organisation of work within prescribed limits. Supervision is limited.

Employees shall be graded at this level where the principal functions of their employment, as determined by GSL, requires the exercise of any one or more of the skill levels set out below.

Employees may be required to train other Employees in the skills of their own grade and below by means of personal instruction and demonstration.

### **4.1 Keyboard typing - skill level 3**

Format complex documents including technical data, technical language, tables, graphs, text design, indexing, variable type face; produce documents requiring specified form or to comply with regulations or standards.

### **4.2 Computer - skill level 3**

Apply knowledge of intermediate functions to manipulate data, i.e. modify fields of information, develop new basic databases or spreadsheet models; spreadsheet, perform reconciliation.

### **4.3 Word processing - skill level 2**

Use one or more software packages to apply advanced functions such as text columns, money columns, tables, e.g. to produce financial statements, printed forms, sorting, boxes, create displays of charts or graphs in report format, select style sheets appropriate to final presentation.

### **4.4 Secretarial - skill level 2**

Take shorthand notes at 100 words per minute and transcribe at 95% accuracy; manage executive appointments; respond to invitations; organise internal meetings on behalf of executive; establish and maintain reference lists/personal contact systems for executives.

### **4.5 Enterprise/industry, specialist skills - skill level 4**

Provide detailed advice and information on the organisation's products and services; respond to client/public/supplier and internal organisation inquiries, within own function area, using such techniques as personal interview and liaison; explain organisation's viewpoint to clients and appropriate persons; using knowledge of internal/external regulatory requirements related to own function area. Acquire and use specialist vocabulary, i.e. technical/medical/legal within the scope of this grade.

### **4.6 Information handling skills - skill level 4**

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Create new forms of files and records as required using computer-based records systems; e.g. customer/client/supplier and subscription lists. Access, identify, and extract information as required from external sources, e.g. databases, libraries, local authorities.

#### **4.7 Business/financial skills - skill level 3**

Prepare cash payment summaries and banking reports; apply purchasing and inventory control requirements; reconcile debtors, creditors and general ledger accounts to balance; follow-up unpaid accounts by telephone liaison/interview, prepare documentation on overdue accounts for senior officers or referral to debt recovery processes; calculate wage and salary requirements including tax, superannuation and other deductions and transfer payments for authorisation; calculate stock valuations; prepare bank reconciliations; calculate costings using established formulae for all inputs and margins.

#### **4.8 Supervisory - skill level 1**

Allocate work tasks to individuals, check work progress and correct errors.

### **GRADE 5 ADMINISTRATIVE OFFICER**

5. Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 4. They are responsible and accountable for their own work, and may have limited responsibility for the work of others. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is minimal. Employees shall be graded at this level where the principal functions of their employment, as determined by GSL, requires the exercise of any one or more of the skill levels numbered set out below.

Employees may be required to train other Employees in the skills of their own grade and below by means of personal instruction and demonstration.

#### **5.1 Computer - skill level 4**

Use a variety of application software packages within a micro/personal computer network including importing data from one package to another. Evaluate usefulness or applicability of software programs (using existing software programs) and recommend preferred solutions to meet new or different application requirements. Use advanced spreadsheet functions (e.g. Macro functions etc) to enhance operation of the spreadsheet. Use a central computer resource to an equivalent standard.

#### **5.2 Word processing - skill level 3**

Use all preceding word processing functions and integrate word processing software with other application software packages to produce complex text and data documents. Apply knowledge of desktop publishing to integrate complex documents. Apply advanced functions including Macros, moving columns for complex formatting of documents such as multi-column reports and presentations, including booklets. Apply complex maths functions.

#### **5.3 Secretarial - skill level 3**

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Take shorthand notes at 120 words per minute and transcribe at 95% accuracy; attend executive/organisational meetings and take minutes; answer executive correspondence from verbal or rough handwritten instructions; organise teleconferences.

#### **5.4 Enterprise industry, specialist skills - skill level 5**

Apply detailed knowledge of the industry in which the organisation operates to complex issues/arrangements in such areas as consumer/client services, special products/service knowledge, and respond within established internal/external regulatory parameters and policies. Indicative Specialist Skills Include; apply detailed knowledge of customs law and regulations to overseas sales and ordering. Apply detailed knowledge of inventory/stock requirements to obtain competitive quotations and initiate purchasing. Apply detailed knowledge of internal/external regulatory parameters and policies relating to industrial employment law, occupational health and safety, workers compensation claims procedures, superannuation requirements.

#### **5.5 Information handling skills - skill level 5**

Develop, plan and implement new paper based/manual filing records systems for the enterprise; assist in separate undertaking research (locate/solicit, summarise/extract and interpret information) related to function areas.

#### **5.6 Business/financial skills - skill level 4**

Post transactions to ledger and prepare a trial balance; prepare end of the period adjustments and transfers using general journal; prepare financial/tax schedules for periodic tax requirements such as payroll, sales and group tax returns; reconcile general ledger accounts; determine costings by calculating input costs and margins.

Apply detailed knowledge of organisations credit terms to new accounts and to following up significant debtors, prepare periodic debtor statements.

#### **5.7 Supervisory - skill level 2**

Resolve operational problems for staff in lower grades, coordinate work flow within a section or unit, and counsel and advise staff who are under routine supervision.