

# Public Service Association Staff Enterprise Agreement 2015

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## **1. AGREEMENT TITLE**

This agreement will be known as the *Public Service Association Staff Enterprise Agreement 2015 (Agreement)*.

## **2. PARTIES BOUND**

2.1 The parties to the Agreement are:

(a) The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, and

(b) all employees of the PSA.

2.2 This Agreement shall also cover the following Unions:

(a) Industrial Staff Union – PSA of NSW.

(b) New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Branch of the Australian Services Union Branch.

(c) United Voice NSW Branch.

## **3. PERIOD OF OPERATION**

3.1 This Agreement will take effect seven days after approval by the Fair Work Commission and its nominal expiry date will be 30 June 2018.

## **4. RELATIONSHIP WITH OTHER AWARDS AND AGREEMENTS**

4.1 This agreement will regulate all conditions of employment of the employees of the PSA and operate to the exclusion of, replaces and supersedes any Modern Award, Enterprise Agreement, Transitional Instrument or unregistered agreement.

4.2 It is the intention of those covered by this Agreement that the agreement contains only permitted matters under the Fair Work Act.

## **5. DEFINITIONS**

5.1 **Act** means the Fair Work Act 2009 (Cth).

5.2 **Association** means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

5.3 **At the convenience of** means the operational requirements permit the employee's release from duty or that satisfactory arrangements are able to be made for the performance of the employee's duties during the absence.

5.4 **Birth** means the birth of a child and includes stillbirth.

- 5.5 **Casual Employment** is employment to carry out irregular, intermittent, short-term, urgent or other work as and when required.
- 5.6 **Conditions Award** means the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*, being an Award of the Industrial Relations Commission of NSW, as varied or replaced from time to time.
- 5.7 **Consultation** means the sharing of relevant information with employees and the Unions. Employees and the Unions are given the opportunity to express their views before decisions are implemented. The views of employees and the Unions are valued and taken into account by the PSA.
- 5.8 **Domestic Violence** means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- 5.9 **Employee** means any person employed by the PSA. For clarity this does not include the General Secretary or Assistant General Secretary.
- 5.10 **Employer** means the PSA.
- 5.11 **Expected date of birth**, in relation to an employee who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the employee to give birth as a result of the pregnancy.
- 5.12 **Family** includes but is not limited to:
- (a) A spouse or partner (including a former spouse, a married or de facto partner or a former married or de facto partner and same gender partner);
  - (b) A child or adult child (including an adopted child, foster child, step child, a child of a former spouse, an ex-nuptial child, or a child for whom the employee is a legal guardian or equivalent);
  - (c) A parent (including a foster parent, step parent, parent-in-law, or legal guardian), a grandparent, a grandchild or a sibling of the employee, or the employee's spouse, nieces and nephews;
  - (d) A member of the employee's household, and/or relative, where for the purposes of this definition:
    - i. "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
    - ii. "affinity" means a relationship that one spouse or partner has to the relatives of the other; and
    - iii. "household" means a family group living in the same domestic dwelling.
  - (e) The PSA recognises there may be definitions of family not recognised in this agreement, but due to wider kinship and family networks may be considered appropriate for the taking of carer's leave. Where an employee holds such kinship (community tie) or family networks they may apply in writing to avail themselves of carer's leave. The General Secretary will consider all such applications on a case by case basis.

- 5.13 **General Secretary** means the General Secretary of the PSA, as described in the Registered rules of Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, or their nominee.
- 5.14 **Local holiday** means a day or part-day in a particular year declared as such under the *Public Holidays Act 2010 (NSW)*.
- 5.15 **NES** means the National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth).
- 5.16 **Normal work** means, for the purposes of Clause 10 Dispute Settlement Procedures, the work carried out in accordance with the employee's position description at the location where the employee was employed, at the time the dispute was notified by the employee.
- 5.17 **On duty** means the time required to be worked for the PSA. For the purposes of Clause 60, Trade Union Activities Regarded as On Duty, on duty means the time off with pay given by the PSA to the accredited Union delegate to enable the Union delegate to carry out legitimate Union activities during ordinary work hours without being required to lodge an application for leave.
- 5.18 **Overtime** means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the General Secretary, which, due to its character or special circumstances, cannot be performed during the employees ordinary hours of duty.
- 5.19 **PSA** means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales
- 5.20 **Public holiday** means a day declared as such under the *Public Holidays Act 2010 (NSW)*.
- 5.21 **Salaries Award** means *Crown Employees (Public Sector - Salaries 2015) Award*, being an Award of the Industrial Relations Commission of NSW, as varied or replaced from time to time.
- 5.22 **Study leave** means leave without pay granted for courses at any level or for study tours during which financial assistance may be approved by the General Secretary, if the activities to be undertaken are considered to be of relevance or value to the PSA.
- 5.23 **Study Time** means the time allowed off from normal duties on full pay, which may be approved by the General Secretary, to an employee who is studying in a part-time course which is of relevance to the PSA.
- 5.24 **Supervisor** means the immediate supervisor or manager of the employee, and may include a Director.
- 5.25 **Redundancy** means a situation where the PSA has made a decision that it no longer wishes the job an employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

- 5.26 Union means the Industrial Staff Union, and/or the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Branch of the Australian Services Union, and/or United Voice NSW Branch.

## **6. ENVIRONMENTAL SUSTAINABILITY**

- 6.1 The PSA is committed to demonstrating leadership in environmental sustainability and reducing its environmental footprint. The PSA and its employees agree to work together to develop a culture of environmental sustainability.

## **7. ACCESS TO THE AGREEMENT AND THE NATIONAL EMPLOYMENT STANDARDS**

- 7.1 The PSA must ensure that copies of this Agreement and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

## **8. CONSULTATION AND CHANGE MANAGEMENT**

- 8.1 This clause applies where the PSA:

(a) has made a definite decision to introduce major workplace change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees covered by this Agreement, or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

- 8.2 For a change referred to in paragraph 8.1(a):

(a) the PSA must notify the relevant employees, and the Unions, of the decision to introduce the change; and

(b) subclauses (8.3) to (8.9) apply.

- 8.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause. If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and the employee or employees advise the PSA of the identity of the representative the PSA must recognise the representative.

- 8.4 As soon as practicable after the decision has been made the PSA must discuss with the relevant employees the introduction of the change and the effect the change is likely to have on the employees. The PSA must discuss measures to avert or mitigate the adverse effect of the change. For the purposes of the discussion the PSA will provide the relevant employees in writing:

(a) all relevant information about the change including the nature of the change proposed, and



- (b) information about the expected effects of the change on the employees, and
- (c) any other matters likely to affect the employees.

However, the PSA is not required to disclose confidential or commercially sensitive information to the relevant employees.

- 8.5 The PSA must give prompt and genuine consideration to matters raised about the change to the relevant employees.
- 8.6 As soon as a final decision has been made, the PSA must notify the employees affected, in writing, and explain the effects of the decision.
- 8.7 The parties must act in good faith in relation to the consultation process provided in this clause.
- 8.8 Good faith includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.
- 8.9 A change is likely to have a significant effect on employees if it results in:
  - (a) The termination of the employment of employees, or
  - (b) Major change to the composition, operation or size of the PSA workforce or to the skills required of employees, or
  - (c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure), or
  - (d) the alteration of hours of work, or
  - (e) The need to retrain employees, or
  - (f) The need to relocate employees to another workplace, or
  - (g) The restructuring of jobs.
- 8.10 Change to regular roster or ordinary hours of work
  - For a change referred to in paragraph (8.1)(b):
    - (a) the PSA must notify the relevant employees of the proposed change; and
    - (b) subclauses (8.11) to (8.14) apply.
- 8.11 The relevant employees may appoint a representative for the purposes of the procedures in this term. If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation, and the employee or employees advise the PSA of the identity of the representative, the PSA must recognise the representative.
- 8.12 As soon as practicable after proposing to introduce the change, the PSA must:
  - (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion provide to the relevant employees:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the PSA reasonably believes will be the effects of the change on the employees; and

(iii) information about any other matters that the PSA reasonably believes are likely to affect the employees; and

(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

8.13 However, the PSA is not required to disclose confidential or commercially sensitive information to the relevant employees.

8.14 The PSA must give prompt and genuine consideration to matters raised about the change by the relevant employees.

8.15 In this term "relevant employees" means the employees who may be affected by a change referred to in subclause (8.1).

8.16 In filling positions in any new structure, the PSA will ensure that: a continuing employee (and a fixed term employee engaged for additional assistance for more than 12 months) whose position remains in the new structure and is not significantly changed will continue to hold the same or substantially similar position in accordance with their contract of employment.

8.17 An employee whose position does not remain in the new structure will be given first opportunity to submit an expression of interest in any positions that have been created or made vacant in the restructure.

8.18 If an employee agrees to be placed into a role at a lower classification, they will receive salary maintenance at the previous classification scale on the respective common salary point for three months.

8.19 Where, following completion of the processes above, an employee does not hold a position in the new structure or elsewhere in the PSA, the PSA will advise the employee in writing that the redundancy provisions will apply.

## **9. CONSULTATIVE COMMITTEE**

9.1 A Joint Consultative Committee (JCC) will be established within one month of the approval of the Agreement and will meet on a regular basis, at least quarterly. The JCC shall comprise:

(a) the General Secretary and their nominee

(b) at least one and no more than two nominees from the ISU

(c) at least one and no more than two nominees from the USU

(d) at least one and no more than two nominees from United Voice.

- 9.2 The PSA and unions may bring additional representatives if reasonable notice has been provided. The parties will ensure action items are recorded at each meeting and distributed within two weeks. The action items will be confirmed pending any amendments at the next JCC.
- 9.3 Where the PSA is considering developing or amending employment related policies the PSA will consult with the JCC.
- 9.4 The first meeting of the JCC under this Agreement will ensure an agreed terms of reference is formalised, not inconsistent with this Agreement.
- 9.5 The PSA will also consult directly with PSA staff from time to time. This will not replace any consultation with the JCC under this clause.

## **10. DISPUTE SETTLEMENT PROCEDURE**

- 10.1 The PSA and its employees have an interest in the proper application of this Agreement and in minimising and settling disputes about matters in this Agreement in a timely manner.
- 10.2 Where a dispute arises in relation to a matter under this Agreement (including the references that are incorporated) or the NES (including disputes about the application of sub-sections 65(5), 65(5A) and 76(4) of the NES) will be dealt with in accordance with the procedures set out in this clause.
- 10.3 The PSA or employee may appoint another person, organisation or union to accompany and/or represent them for the purposes of this clause.
- 10.4 In the first instance the employee(s) or their appointed representative(s), must notify the appropriate representative of the PSA management of the dispute in writing ('the dispute notification'). An appropriate representative of the PSA management may be the relevant line manager or if the employee believes the line manager is not appropriate the employee may request that the matter be referred to another manager.
- 10.5 The dispute notification must be in writing and include details of the dispute. The dispute notification should also make reference to clause(s) of the Agreement or the NES in relation to which the dispute has arisen and indicate the resolution(s) sought. The employee(s), their representative if one has been appointed, and PSA management representative(s) will meet within five working days, unless otherwise agreed, in an effort to resolve the dispute.
- 10.6 Where after the completion of sub-clause 10.5 the dispute remains unresolved, the matter may be referred in writing to the next level of management. A meeting must be held within five working days of the dispute being referred in a further effort to resolve the dispute, unless otherwise agreed.
- 10.7 Where a dispute is not resolved following the steps in sub-clauses 10.5 and 10.6, the matter may be referred by either party to the dispute to the Fair Work Commission for resolution by mediation and/or conciliation and, if necessary arbitration.

- 10.8 If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.
- 10.9 The parties agree to be bound by and implement any decision of Fair Work Commission subject to either party exercising a right of appeal against the decision of the Fair Work Commission to the Full Bench.
- 10.10 Until the dispute resolution procedures referred to at sub-clauses 10.1 to 10.9 have been exhausted:
- (a) normal work shall continue,
  - (b) no industrial action shall be taken by a party to the dispute in respect of the matter that is the subject of the dispute,
  - (c) the parties to the dispute shall not take any other action likely to exacerbate the dispute.

## **11. REQUIREMENT TO STATE TERMS OF ENGAGEMENT**

- 11.1 At the time of appointment the PSA will supply an employee an instrument of appointment in the form of a letter of offer or engagement showing the type of employment and the terms and conditions as follows:
- (a) the classification level and salary of the employee, and the hours or the fraction of full-time hours to be worked,
  - (b) for a fixed term employee, the term of the employment and the circumstances for the fixed term contract,
  - (c) for casual employees, the duties required, the number of hours required, the rate of pay for each class of duty required and a statement that any additional duties will be paid for,
  - (d) other main conditions of employment including the duties and reporting relationships to apply upon appointment, and
  - (e) a copy of the required Fair Work Information Statement.
- 11.2 In addition an employee, appointed on a continuing basis, who wishes to have their prior service recognised, in accordance with Clause 14, will be asked to provide evidence of prior service.

## **12. TYPES OF EMPLOYMENT**

- 12.1 The PSA shall engage a person as an employee on terms that correspond with one or other of the types of employment prescribed in this clause.
- 12.2 Continuing Employment means all employment other than “fixed term”, or “casual”. Continuing or fixed term Employment may be full-time or part-time.
- 12.3 Fixed Term employment means employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment.

The use of fixed-term employment must be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:

- (a) Specific task or project: means a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe.
- (b) Replacement employee: means an employee undertaking work activity replacing a full-time or part-time employee for a definable period for which the replaced employee is either on authorised leave of absence or is temporarily seconded away from their usual work area.
- (c) to provide additional assistance generally for no more than two years.

#### 12.4 Casual employment

- (a) A casual employee is engaged and paid on an hourly basis.
- (b) A casual employee will be engaged and paid for a minimum of three consecutive hours for each day worked.
- (c) A casual employee will be paid a loading of 25%.
- (d) A casual employee will not work more than nine consecutive hours per day, exclusive of meal breaks, without the payment of overtime for such time worked in excess of nine hours.
- (e) If a casual employee works on a Saturday, Sunday or public holiday they will be paid overtime.
- (f) Overtime will be paid in accordance with Clause 57.
- (g) Casual employees will be paid overtime calculated on the ordinary rate of pay with a 25% casual loading component then added to the penalty rate of pay.

#### 12.5 Full-time employment

- (a) Full-time employees will work 35 hours per week, Monday to Friday.
- (b) The normal pattern of attendance for a full-time employee is five seven-hour days per week, unless the employee is working to a flexible working hours arrangement.

#### 12.6 Part-time employment

- (a) Part-time employment means employment for less than the normal weekly ordinary hours specified for a full-time employee, for which all entitlements are paid on a pro-rata basis calculated by reference to the time worked. All directed time worked in excess of the hours as agreed under this clause will be overtime and paid for at the rates of overtime in this Agreement.
- (b) At the time of engagement the PSA and the part-time employee will agree in writing on a regular pattern of work, specifying at least the numbers of hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day. The terms of the agreement must be in writing and may only be varied with the consent of both parties.

### 13. REDUNDANCY

- 13.1 If an employee's position is made redundant the employee will be entitled to a severance payment as follows:
- (a) Four weeks' notice or pay in lieu, and
  - (b) an additional one week's notice or pay in lieu for employees aged 45 years and over with two or more years of completed service, and
  - (c) severance pay at the rate of three weeks per year of continuous service up to a maximum of 39 weeks, with pro-rata payments for incomplete years of service to be on a quarterly basis, and
  - (d) benefit allowable as a contributor to a superannuation or retirement fund,
  - (e) pro-rata annual leave loading in respect of leave accrued at the date of termination, and
  - (f) all annual and extended leave accrued at the date of termination.
- 13.2 An employee who accepts the severance payment within two weeks of being informed their position is redundant and who agrees to the termination date nominated by the PSA will be entitled to the following additional incentive payments:
- |  |              |
|--|--------------|
| (a) less than 1 year of service              | 2 weeks' pay |
| (b) 1 year and less than 2 years of service  | 4 weeks' pay |
| (c) 2 years and less than 3 years of service | 6 weeks' pay |
| (d) 3 years of service and over              | 8 weeks' pay |
- 13.3 Nothing in this Agreement shall prevent the PSA from entering into an agreement of voluntary separation with an employee on terms mutually agreeable.

### 14. RECOGNITION OF PRIOR SERVICE

- 14.1 For the purpose of calculating a redundancy payment and the accrual of Extended Leave an employee's service with the PSA is taken to include their recognised prior service.
- 14.2 The employee's employment:
- (a) in a Department or Agency listed in Schedule 1 of the *Government Sector Employment Act 2013*, or
  - (b) in an Employer recognised in Schedule 2 of the *Government Sector Employment Regulation 2014*, or
  - (c) with any employer the PSA has coverage of, or
  - (d) in a Trade Union within Australia
- is "recognised prior service" in relation to their subsequent employment in the PSA if:
- (a) the period of employment in the former employer has been continuous, and
  - (b) the employee's employment in the PSA commences no more than three months after the cessation of employment from the former employer, and
  - (c) the employee has provided written evidence of their prior service within the first three months of employment.

- 14.3 Where the employee was provided a redundancy (or equivalent) when leaving the former employer, this service will not be included for the purposes of a redundancy from the PSA.

## **15. SUPERANNUATION**

- 15.1 The PSA will pay superannuation in accordance with relevant legislation at the minimum level required.
- 15.2 Superannuation contributions shall be paid into a complying fund of the employee's choice or, if the employee does not specify a fund, into the default fund nominated by the PSA, being a fund that offers a MySuper product or is an exempt public superannuation scheme.

## **16. SALARY AND RELATED INCREASES**

- 16.1 The minimum annual salary for an employee is provided for in Clause 76 and is calculated by reference to the Common Salary Points in the *Crown Employees (Public Sector - Salaries 2015) Award*, being an Award of the Industrial Relations Commission of NSW, as varied or replaced from time to time. The Salaries in this Agreement will vary in accordance with the same variations and operative dates that apply to the *Crown Employees (Public Sector - Salaries 2015) Award* or any replacement Award.
- 16.2 Expense and work related allowances are calculated by reference to the *Meal, Travelling and Related Allowances* contained in Table 1 Allowances of Part B - Monetary Rates of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*, being an Award of the Industrial Relations Commission of NSW, as varied or replaced from time to time. The Meal, Travel and Other Expense Related Allowances in this Agreement will vary in accordance with the same variations and operative dates that apply to the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* or any replacement Award.

## **17. HIGHER DUTIES ALLOWANCE**

- 17.1 This clause applies when the General Secretary directs that the duties of a position which is vacant, or the holder of which is suspended, sick or absent, are to be performed by one or more employees.
- 17.2 Except where the General Secretary otherwise determines, this allowance is not to be paid in respect of a single period of relief of less than one ordinary working week.
- 17.3 An employee who, during a period of relief in another position, satisfactorily performs, in the opinion of the General Secretary, the duties, and assumes the whole of the responsibilities of that position is to be paid by allowance any difference between the employee's present salary and a rate of pay set at the minimum of the range of pay applicable to the position being relieved in, on a 'total cost employment basis', plus other allowances applicable to that position that the person relieving is not already

receiving. Such allowances to include motor vehicle, parking and clothing where applicable.

- 17.4 If the relieving employee does not undertake all the duties and responsibilities of the vacant position, the amount of the allowance payable is determined by the General Secretary. The minimum relieving allowance payable is 50% of total possible relieving allowance.
- 17.5 In this clause a reference to the duties and responsibilities of a position is a reference to those duties and responsibilities that, during the period of relief, the employee appointed to the position would ordinarily have performed or assumed.
- 17.6 This allowance shall be paid during the first five ordinary working days of an unbroken period of leave taken by the employee during any period of relief in another position.
- 17.7 Employees who have acted for six months or more in the same higher graded position and who, due to extraordinary circumstances, continue to act in that position are entitled to payment of the higher duties allowance for all leave taken during any further period of relief.
- 17.8 If the allowance was paid at the full rate, then payment of accrued annual and extended leave on retirement, resignation or redundancy is to be at the higher rate of pay.
- 17.9 If a lengthy period of acting in the one higher position is unavoidable, the employee so acting may progress by way of the allowance to the pay rate of the next incremental step provided that a 100% allowance has been paid continuously for a period of 12 months.
- 17.10 If the allowance has been discontinued during a period of leave, the increment should be delayed by a period of time corresponding to the period or periods of leave taken.
- 17.11 When an employee's relieving in the higher position or positions has been over broken time periods then the separate relief periods are to be aggregated and taken into account for the purpose of incremental progression within the grade of the position. This applies irrespective of the nature of the work of the position(s).
- 17.12 The relief periods are not included in the aggregation unless the employee's pay for the period (normal pay plus allowance) is equal to or greater than the salary of the position in which the employee is acting.
- 17.13 Aggregation does not apply over any break exceeding six months and any period of leave during which allowance was not paid is not counted in the aggregation.

## **18. FIRST AID ALLOWANCE**

- 18.1 An employee appointed as a first aid officer shall be paid a first aid allowance at the rate of \$845 per year. This allowance will increase at the same rate as the Common Salary Points.



## **19. ALLOWANCE FOR USE OF PRIVATE MOTOR VEHICLE**

19.1 An employee who, with the approval of the General Secretary, uses a private motor vehicle for work shall be paid the casual rate specified in Item 6 of Table 1 Allowances of Part B - Monetary Rates of the Conditions Award.

19.2 Deduction from allowance

- (a) Except as otherwise specified in this agreement, an employee shall bear the cost of ordinary daily travel by private motor vehicle between the employee's residence and headquarters and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid in respect of such travel.
- (b) In this clause "headquarters" means the administrative headquarters to which the employee is attached or from which the employee is required to operate on a long term basis.
- (c) On days when an employee uses a private vehicle for official business and travels to and from home, whether or not the employee during that day visits headquarters, a deduction is to be made from the total distance travelled on the day. The deduction is to equal the distance from the employee's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.
- (d) Deductions are not to be applied in respect of days characterised as follows:
  - i. When staying away from home overnight, including the day of return from any itinerary.
  - ii. When the employee uses the vehicle on official business and returns it to home prior to travelling to the headquarters by other means of transport at their own expense.
  - iii. When the employee uses the vehicle for official business after normal working hours.
  - iv. When the monthly claim voucher shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this sub-clause is exclusive of, and not in addition to, days referred to in sub-clauses 19.2(d)(i), (ii) and (iii).
  - v. When the employee buys a weekly or other periodical rail or bus ticket, provided the PSA is satisfied that:
    - 1) at the time of purchasing the periodical ticket the employee did not envisage the use of their private motor vehicle on approved official business;
    - 2) the periodical ticket was in fact purchased; and
    - 3) in regard to train travellers, no allowance is to be paid in respect of distance between the employee's home and the railway station or other intermediate transport stopping place.
- (e) The employee must have in force, in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the Motor

Vehicles (Third Party Insurance) Act, 1942, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the PSA.

- (f) Expenses such as tolls etc. shall be refunded to employees where the charge was incurred during approved work related travel.

### 19.3 Damage to Private Motor Vehicle Used for Work

- (a) Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer shall be reimbursed by the PSA, provided:
  - i. The damage is not due to gross negligence by the employee; and
  - ii. The charges claimed by the employee are not the charges prescribed by the insurer as punitive excess charges.
- (b) Provided the damage is not the fault of the employee, the PSA shall reimburse to an employee the costs of repairs to a broken windscreen, if the employee can demonstrate that:
  - i. The damage was sustained on approved work activities; and
  - ii. The costs cannot be met under the insurance policy due to excess clauses.

## **20. UNIFORMS, PROTECTIVE CLOTHING AND OTHER MATTERS**

### 20.1 Work Clothing

- (a) Clean overalls or wrap-ons, gloves and safety footwear shall be supplied by the PSA where such is required in the performance of duty.

### 20.2 Protective Clothing

- (a) Where employees are required to work in wet conditions they shall be supplied with rubber boots, which shall remain the property of the PSA.
- (b) Where employees are required to clean toilets or to use acids or other injurious substances they shall be supplied with rubber gloves, which shall remain the property of the PSA and which will be replaced when unserviceable.

### 20.3 Work Materials

- (a) All materials for cleaning purposes, including soap and/or detergent, shall be supplied by the PSA, including materials for washing up purposes. Such materials shall, where practicable, be kept in a suitable room on the premises separate from any meal or dressing accommodation.
- (b) Where materials or tools are required for maintenance and basic repairs these shall be supplied by the PSA. Such materials and tools shall, where practicable, be kept in a suitable secure room on the premises. All materials and tools shall remain the property of the PSA.

#### 20.4 Dressing Accommodation

- (a) Where it is necessary for employees to change their clothes or uniform, suitable dressing rooms or dressing accommodation and individual lockable lockers shall be provided.

### **21. HOURS OF WORK**

- 21.1 The ordinary hours of work for employees covered by this agreement are 35 hours per week.
- 21.2 The daily normal contract hours of work for employees covered by this Agreement are seven hours a day, worked Monday to Friday.
- 21.3 The standard bandwidth commences at 7am and finishes at 7pm.
- 21.4 Core time is the period during the day when an employee is normally required to be on duty. The standard Core time for all employees is 10am to 4pm.
- 21.5 Standard hours are set and regular with an hour for lunch and, if worked by the employee under a flexible working hours scheme, would equal the contract hours required to be worked under the scheme. Standard hours could be full time or part-time.
- 21.6 Urgent Personal Business - Where an employee requires to undertake urgent personal business, appropriate leave or time off may be granted by the General Secretary. Where time off has been granted, such time shall be made up as set out in Subclause 21.8.
- 21.7 Late Attendance - If an employee is late for work, the employee must either take appropriate leave or, if the General Secretary approves, make the time up in accordance with Subclause 21.8.
- 21.8 Making up of Time - The time taken off in circumstances outlined in subclauses 21.6 and 21.7 of this clause must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the employee and the General Secretary.

### **22. VARIATION OF HOURS**

- 22.1 If the General Secretary is satisfied that an employee is unable to comply with the general hours operating in the PSA because of limited transport facilities, urgent personal reasons, community or family reasons, including part time staff, the General Secretary may vary the employee's hours of attendance on a one off, short or long-term basis, subject to the following:
- (a) the variation does not adversely affect the operational requirements,
- (b) there is no reduction in the total number of daily hours to be worked,
- (c) the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time,

- (d) a lunch break of one hour is available to the employee, unless the employee elects to reduce the break to not less than 30 minutes,
- (e) no overtime or meal allowance payments are made to the employee, as a result of an agreement to vary the hours,
- (f) ongoing arrangements are documented, and
- (g) the Unions are consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

## **23. MORNING AND AFTERNOON BREAKS**

23.1 Employees may take a 10 minute morning break and a 10 minute afternoon break.

## **24. MEAL BREAKS**

24.1 Meal breaks must be given to and taken by employees. No employee shall be required to work continuously for more than five hours without a meal break, provided that:

- (a) where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the employee agrees. If the employee requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and
- (b) where the nature of the work of an employee or a group of employees is such that it is not possible for a meal break to be taken after not more than five hours, local arrangements may be negotiated between the General Secretary, the employee or the employee's Union if they are a member to provide for payment of a penalty.
- (c) Employees working under flexible working arrangements may have a lunch break of up to 2 ½ hours, as long as their weekly hours are met and it does not seriously impede their responsibilities.

## **25. LACTATION BREAKS**

25.1 This clause applies to employees who are lactating parents. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this agreement.

25.2 A full-time employee, or a part-time employee working more than four hours per day, is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.

25.3 A part-time employee working four hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.

25.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a

manager needs to balance the operational requirements of the PSA with the lactating needs of the employee.

- 25.5 The PSA shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 25.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- 25.7 Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service.
- 25.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave provisions.

## **26. NATURAL EMERGENCIES AND MAJOR TRANSPORT DISRUPTIONS**

- 26.1 An employee prevented from attending work at a normal work location by a natural disaster or emergency or by a major transport disruption may:
  - (a) negotiate an alternative working location with the General Secretary; and/or
  - (b) take available family and community service leave, and/or flex leave, annual or extended leave or leave without pay to cover the period concerned; and/or
  - (c) apply to vary the working hours.

## **27. NOTIFICATION OF ABSENCE FROM DUTY**

- 27.1 If an employee is to be absent from duty, other than on authorised leave, the employee must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.
- 27.2 If an employee is absent from duty without authorised leave and does not provide an explanation of the absence to the satisfaction of the General Secretary, the amount representing the period of absence shall be deducted from the employee's pay.

## **28. PUBLIC HOLIDAYS**

- 28.1 Unless directed to attend for duty by the General Secretary, an employee is entitled to be absent from duty without loss of pay on any day which is:
  - (a) a declared public holiday throughout the State, and/or
  - (b) a declared local holiday in that part of the State at or from which the employee performs duty, and/or
  - (c) a day between Boxing Day and New Year's Day, as determined by the General Secretary, in lieu of the Bank Holiday, as a public service holiday.

- 28.2 An employee required by the PSA to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- 28.3 If a local holiday falls during an employee's absence on leave, the employee is not to be credited with the holiday.
- 28.4 Where the PSA closes down between Christmas and New Year, the PSA will provide staff with two paid Concession Days.

## **29. FLEXIBLE WORKING HOURS**

- 29.1 The PSA is committed to fostering flexible work practices with the intention of providing greater flexibility in dealing with workloads, work deadlines and the balance between work and family life.
- 29.2 A flexible working hours scheme in terms of this subclause will operate in the PSA, subject to operational requirements, as determined by the General Secretary.
- 29.3 An employee's attendance outside the hours of a standard day but within the bandwidth shall be subject to the availability of work as determined by their manager/supervisor.
- 29.4 Subject to operational requirements:
- (a) an employee may take off one full day or two half days in a settlement period of two weeks.
  - (b) an employee may carry a maximum of 10 hours credit, or 10 hours debit, into the next settlement period.
  - (c) where it is not possible for an employee to take a flex day due to work commitments an employee may bank the untaken flex day. A maximum of ten days may be banked over a 12 month period.
- 29.5 During the first six months after the approval of the Agreement the PSA will negotiate a flexible working hours policy with the Unions.

## **30. TRAVEL ARRANGEMENTS**

- 30.1 The travel arrangements and allowances will be in accordance with Schedule B of this Agreement.

## **31. EXTENDED LEAVE ENTITLEMENTS**

- 31.1 After service for seven years or more but not more than 10 years, an employee is entitled to extended leave, proportionate to their length of service, calculated at the rate of:
- (a) 44 days on full pay, or
  - (b) 88 days on half pay, or
  - (c) 22 days on double pay,
- for 10 years served.

- 31.2 After service for more than 10 years, an employee is entitled to extended leave under sub-clause 31.1 in respect of the first 10 years and additional extended leave, proportionate to their length of service, calculated at the rate of:
- (a) 110 days on full pay, or
  - (b) 220 days on half pay, or
  - (c) 55 days on double pay,
- for each 10 years served after the first 10 years.
- 31.3 Entitlement to leave if employment terminated in special circumstances.
- (a) If an employee has completed at least five years but less than seven years' service, and their employment is terminated:
    - i. by the employee for reasons of illness, incapacity or domestic or other pressing necessity, or
    - ii. by the PSA for reasons other than for misconduct.
  - (b) The employee is entitled to:
    - i. for 5 years' service-22 days leave on full pay, and
    - ii. for further service in excess of 5 years, additional leave proportionate to the employee's length of service (up to but not including 7 years), calculated at the rate of 66 days leave on full pay for 15 years' service.
  - (c) For the purposes of this sub-clause, "service" does not include any period of leave without pay.
- 31.4 Payment of accrued leave on termination of employment
- (a) If an employee has acquired a right to extended leave and their services are terminated, the employee may not take the extended leave but is instead to be paid the money value of the extended leave.
  - (b) Any pension to which any such employee is entitled under the Superannuation Act 1916 commences from and including the date on which the employee's extended leave, if taken, would have commenced.
- 31.5 If an employee has acquired a right to extended leave and dies before starting it or after started it dies before completing it, the employee's estate will receive the money value of the extended leave not taken or not completed.
- 31.6 If an employee with at least five years' service but less than seven years' service dies the employee's estate will receive the money value of the extended leave that would have accrued to the employee had his or her services terminated as referred to in sub-clause 31.3(a).
- 31.7 The following amounts of extended leave are to be deducted from an employee's extended leave entitlement:
- (a) for each period of extended leave taken on full pay-the number of days (or parts of a day) so taken,
  - (b) for each period of extended leave taken on half pay-half the number of days (or parts of a day) so taken,

- (c) for each period of extended leave taken on double pay-twice the number of days (or parts of a day) so taken,
  - (d) for each period of extended leave in respect of which the employee has been paid the money value-the number of days of extended leave on full pay that is equivalent to the money paid.
- 31.8 If a public holiday occurs while an employee is taking extended leave, the amount of extended leave to be deducted is to be reduced by the length of the holiday (one day or half a day, as the case requires).
- 31.9 If, in the case of an employee who is not employed in ongoing employment, the period of extended leave to which the employee is entitled under this Clause exceeds the period for which the employee is employed in the PSA, the balance of the period of extended leave may be taken during subsequent periods of employment in the PSA, but only if each subsequent period of employment commences on the termination of a previous period of employment in the PSA.

## **32. FAMILY AND COMMUNITY SERVICE LEAVE**

- 32.1 The General Secretary will grant to an employee some, or all, of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements where applicable or other appropriate leave.
- 32.2 Such unplanned and emergency situations may include, but not be limited to, the following:
- (a) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
  - (b) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc., threatens an employee's property and/or prevents an employee from reporting for duty;
  - (c) Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
  - (d) Attendance at court by an employee to answer a charge for a criminal offence, only if the General Secretary considers the granting of family and community service leave to be appropriate in a particular case.
- 32.3 Family and community service leave may also be granted for:
- (a) An absence during normal working hours to attend meetings, conferences or to perform other duties, for employees holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and



(b) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for employees who are selected to represent Australia or the State.

32.4 Family and community service leave shall accrue as follows:

- (a) two and a half days in the employee's first year of service;
- (b) two and a half days in the employee's second year of service; and
- (c) one day per year thereafter.

32.5 If available family and community service leave is exhausted as a result of natural disasters, the General Secretary shall consider applications for additional family and community service leave, if some other emergency arises.

32.6 If available family and community service leave is exhausted, on the death of a family member, additional paid family and community service leave of up to two days may be granted on a discrete, per occasion basis to an employee.

32.7 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with Clause 42, Sick Leave to Care for a Family Member of this agreement shall be granted when paid family and community service leave has been exhausted or is unavailable.

32.8 The General Secretary may also grant employees other forms of leave such as accrued annual leave, time off in lieu, flex leave and so on for family and community service leave purposes.

### **33. LEAVE WITHOUT PAY**

33.1 The General Secretary may grant leave without pay to an employee if good and sufficient reason is shown.

33.2 Leave Without Pay may be granted on a Full-Time or a Part-Time Basis.

33.3 Where an employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee shall be paid for any declared public holidays falling during such leave without pay.

33.4 Where an employee is granted leave without pay which, when aggregated, does not exceed five working days in a period of 12 months, such leave shall count as service for incremental progression and accrual of annual leave.

33.5 An employee who has been granted leave without pay shall not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the General Secretary.

33.6 An employee shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.

33.7 No paid leave shall be granted during a period of leave without pay.

- 33.8 A permanent appointment may be made to the employee's position if:
- (a) the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months, and
  - (b) the employee is advised of the PSA's proposal to permanently backfill their position, and
  - (c) the employee is given a reasonable opportunity to end the leave without pay and return to their position, and
  - (d) the PSA advised the employee at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- 33.9 The position cannot be filled permanently unless the above criteria are satisfied.
- 33.10 The employee does not cease to be employed by the PSA if their position is permanently backfilled.
- 33.11 Subclause 33.9 does not apply to full-time unpaid parental leave granted in accordance with subclause 36.8(a)(i) or to military leave.

## **34. MILITARY LEAVE**

- 34.1 During the period of 12 months commencing on 1 July each year, the General Secretary may grant to an employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the employee's unit.
- 34.2 In accordance with the *Defence Reserve Service (Protection) Act 2001 (Cth)*, it is unlawful to prevent an employee from rendering, or volunteering to render, ordinary Defence Reserve Service.
- 34.3 Up to 24 working days military leave per financial year may be granted by the General Secretary to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 34.1.
- 34.4 The General Secretary may grant an employee special leave of up to one day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- 34.5 An employee who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 34.3 may be granted Military Leave Top up Pay by the General Secretary.
- 34.6 Military Leave Top up Pay is calculated as the difference between an employee's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 34.7 During a period of Military Leave Top up Pay, an employee will continue to accrue sick leave, annual and extended leave entitlements, and the PSA is to continue to make superannuation contributions at the normal rate.

34.8 At the expiration of military leave in accordance with subclause 34.3 or 34.4, the employee shall furnish to the PSA a certificate of attendance and details of the employees reservist pay signed by the commanding officer or other responsible officer.

### **35. OBSERVANCE OF ESSENTIAL RELIGIOUS OR CULTURAL OBLIGATIONS**

35.1 An employee of:

- (a) Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith, or
- (b) Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,

may be granted annual/extended leave to credit, flex leave or leave without pay to do so.

35.2 Provided adequate notice as to the need for leave is given by the employee to the PSA and it is operationally convenient to release the employee from duty, the General Secretary must grant the leave applied for by the employee in terms of this clause.

35.3 An employee of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the General Secretary, subject to:

- (a) Adequate notice being given by the employee;
- (b) Prior approval being obtained by the employee; and
- (c) The time off being made up in the manner approved by the PSA.

35.4 Notwithstanding the provisions of subclauses 35.1, 35.2 and 35.3, arrangements may be negotiated between the Unions and the PSA to provide greater flexibility for employees for the observance of essential religious or cultural obligations.

### **36. PARENTAL LEAVE**

36.1 Parental leave includes maternity, adoption and other parent leave.

36.2 Maternity leave shall apply to an employee who is pregnant and, subject to this clause, the employee shall be entitled to be granted maternity leave as follows:

- (a) For a period up to nine weeks prior to the expected date of birth; and
- (b) For a further period of up to 12 months after the actual date of birth.

36.3 An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

36.4 Adoption Leave shall apply to an employee adopting a child and who will be the primary care giver. The employee shall be granted adoption leave as follows:

- (a) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
  - (b) For such period, not exceeding 12 months on a full-time basis, as the General Secretary may determine, if the child has commenced school at the date of the taking of custody.
- 36.5 Special Adoption Leave. An employee shall be entitled to special adoption leave (without pay) for up to two days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against annual leave, extended leave, flexitime or family and community service leave.
- 36.6 Other parent leave. Where maternity or adoption leave does not apply, other parent leave is available to employees who apply for leave to look after their child or children. Other parent leave applies as follows:
- (a) an unbroken period of up to eight weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
  - (b) for a period not exceeding 12 months, less any other parental leave already taken by the employee. This extended period of parental leave may commence at any time up to two years from the date of birth of the child or the taking of custody of the child.
- 36.7 Payment for parental leave
- (a) An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, an employee entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to one week, provided the employee:
    - i. applied for parental leave within the time and in the manner determined set out in subclause 36.9; and
    - ii. prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
  - (b) Maternity, adoption or short other parent leave may be taken at full pay and /or half pay. Alternatively, payment may be made as a lump sum in advance.
  - (c) Payment for parental leave is at the rate applicable when the leave is taken. An employee holding a full time position who is on part time leave without pay when they start parental leave is paid:
    - i. at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
    - ii. at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
    - iii. at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
  - (d) An employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:

- i. at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
  - ii. at a rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period; or
  - iii. at a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.
- (e) Except as provided in Clause 36.7 parental leave shall be granted without pay.

### 36.8 Right to request extended leave or flexible working arrangements

- (a) An employee who has been granted parental leave in accordance with subclause 36.2, 36.3, 36.4, 36.5 or 36.6 may make a request to the General Secretary to:
- i. extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
  - ii. return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);

to assist the employee in reconciling work and parental responsibilities.

- (b) The General Secretary 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 PSA's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

### 36.9 Notification Requirements

- (a) When the PSA is made aware that an employee or their spouse is pregnant or is adopting a child, the PSA must inform the employee of their entitlements and their obligations under the Agreement.
- (b) An employee who wishes to take parental leave must notify the General Secretary in writing at least eight weeks (or as soon as practicable) before the expected commencement of parental leave:
- i. that they intend to take parental leave, and
  - ii. the expected date of birth or the expected date of placement, and
  - iii. if they are likely to make a request under clause 36.8.

### 36.10 At least four weeks before an employee's expected date of commencing parental leave they must advise:

- (a) the date on which the parental leave is intended to start, and
- (b) the period of leave to be taken.

### 36.11 Requests in Writing. The employee's request under sub-clause 36.8(a) and the PSA's decision made under sub-clause 36.8(b) must be recorded in writing.

- 36.12 A employee intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the General Secretary in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to four weeks before the proposed return on a part time basis, or later if the General Secretary agrees.
- 36.13 An employee on maternity leave is to notify the General Secretary of the date on which the employee gave birth as soon as they can conveniently do so.
- 36.14 An employee must notify the General Secretary as soon as practicable of any change in their intentions as a result of premature delivery or miscarriage.
- 36.15 An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the General Secretary and any number of times with the consent of the General Secretary. In each case they must give the General Secretary at least 14 days' notice of the change unless the General Secretary decides otherwise.
- 36.16 An employee has the right to their former position if they have taken approved leave or part time work in accordance with sub-clause 36.8, and they resume duty immediately after the approved leave or work on a part time basis.
- 36.17 If the position occupied by the employee immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee shall be appointed to a position of the same grade and classification as the employee's former position.
- 36.18 An employee does not have a right to their former position during a period of return to work on a part time basis. If the General Secretary approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- 36.19 An employee who has returned to full time duty without exhausting their entitlement to 12 months' unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of four weeks' notice (or less if acceptable to the General Secretary) must be given.
- 36.20 An employee who is sick during their pregnancy may take available paid sick leave or accrued annual or extended leave or sick leave without pay. An employee may apply for accrued annual leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day the employees starts their nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 36.21 An employee may elect to take available annual leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 36.22 An employee may elect to take available annual leave at half pay in conjunction with parental leave provided that:

- (a) accrued annual leave at the date leave commences is exhausted within the period of parental leave;
- (b) the total period of parental leave is not extended by the taking of annual leave at half pay;
- (c) when calculating other leave accruing during the period of annual leave at half pay, the annual leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further annual, extended and other leave at the full time rate.

36.23 If, for any reason, a pregnant employee is having difficulty in performing their normal duties or there is a risk to their health or to that of their unborn child the General Secretary, should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.

36.24 If such adjustments cannot reasonably be made, the General Secretary must grant the employee maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born whichever is the earlier.

36.25 Communication during parental leave. Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the PSA shall take reasonable steps to:

- (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
- (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.
- (c) The employee shall take reasonable steps to inform the General Secretary 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.
- (d) The employee shall also notify the General Secretary of changes of address or other contact details which might affect the PSA's capacity to comply with sub-clauses 36.25(a) and 36.25(b).

## **37. PURCHASED LEAVE**

37.1 An employee may apply to enter into an agreement with the General Secretary to purchase either 10 days (two weeks) or 20 days (four weeks) additional leave in a 12 month period.

37.2 Each application will be considered subject to operational requirements and personal needs and will take into account PSA business needs and work demands.

- 37.3 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- 37.4 The leave will count as service for all purposes.
- 37.5 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay.
- 37.6 The purchased leave rate of pay means the rate of pay an employee receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.
- 37.7 To calculate the purchased leave rate of pay, the employee's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.
- 37.8 Purchased leave is subject to the following provisions:
- (a) The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
  - (b) Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, annual leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.
  - (c) Sick leave cannot be taken during a period of purchased leave.
  - (d) The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
  - (e) Overtime and salary related allowances not paid during periods of annual leave will be calculated using the employee's hourly rate based on the ordinary rate of pay.
  - (f) Higher Duties Allowance will not be paid when a period of purchased leave is taken.
- 37.9 Specific conditions governing purchased leave may be amended from time to time by the PSA in consultation with the Unions.

## **38. ANNUAL LEAVE**

### **38.1 Accrual**

- (a) Except where stated otherwise in this Agreement, paid annual leave for full time employees, accrues at the rate of 20 working days per year. Annual leave shall accrue throughout the year and accumulate from year to year. Employees working part time shall accrue paid annual leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
- (b) Casual employees are not entitled to annual leave.
- (c) Annual leave accrues from day to day.
- (d) Employees accrue additional annual leave, at the rate of 5 days per year, where they are stationed indefinitely in a remote area of the state, being the Western



and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913* before its repeal.

- (e) Annual leave does not accrue during leave without pay other than:
- i. military leave taken without pay when paid military leave entitlements are exhausted;
  - ii. absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
  - iii. any continuous period of sick leave taken without pay when paid sick leave is exhausted;
  - iv. incapacity for which compensation has been authorised under the *Workplace Injury Management Act 1988 and Workers Compensation Act 1987*; or
  - v. periods which when aggregated, do not exceed five working days in any period of 12 months.

### 38.2 Limits on Accumulation and Direction to Take Leave

- (a) At least two consecutive weeks of annual leave shall be taken by an employee every 12 months, except by agreement with the General Secretary in special circumstances.
- (b) An employee's supervisor will ensure the employee is able to take their annual leave entitlement for each year.
- (c) Employees are required to submit a leave application to their supervisor in advance of the leave being taken. Annual leave must not be taken unless prior approval is obtained from the relevant supervisor. The relevant supervisor will not unreasonably delay or withhold approval.
- (d) The PSA shall notify an employee in writing when accrued annual leave reaches six weeks or its hourly equivalent and at the same time may direct an employee to take at least two weeks annual leave within three months of the notification at a time mutually agreed.
- (e) The PSA shall notify an employee in writing when accrued annual leave reaches eight weeks or its hourly equivalent and direct the employee to take at least two weeks annual leave within six weeks of the notification. Such leave is to be taken at a time mutually agreed.
- (f) Where an employee has accrued eight weeks annual leave, unless otherwise authorised by their manager, flex leave can only be taken where annual leave has been applied for and approved. If, however, annual leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.

38.3 Conservation of Leave. If the General Secretary is satisfied that an employee is prevented by operational or personal reasons from taking sufficient annual leave to reduce the accrued leave below an acceptable level the PSA shall:

- (a) Specify in writing the period of time during which the excess shall be conserved;  
and
  - (b) On the expiration of the period during which conservation of leave applies, grant sufficient leave to the employee at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 40 day limit.
- 38.4 Annual leave for which an employee is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).
- 38.5 Annual leave does not accrue to an employee in respect of any period of absence from duty without leave or without pay, except as specified in sub-clause 38.6.
- 38.6 Annual leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the Workers Compensation Act 1987; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months. The proportionate deduction to be made in respect of the accrual of annual leave on account of any period of absence referred to in this sub-clause shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).
- 38.7 Annual leave accrues at half its normal accrual rate during periods of extended leave on half pay or annual leave taken on half pay.
- 38.8 Annual leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave.
- 38.9 On cessation of employment an employee is entitled to be paid the money value of accrued annual leave which remains untaken. An employee to whom this sub-clause applies may elect to take all or part of accrued annual leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- 38.10 Where an employee dies, the monetary value of annual leave accrued and remaining untaken as at the date of death shall be paid to the employee's estate.

### **39. ANNUAL LEAVE LOADING**

- 39.1 The annual leave loading shall be 17½% on the monetary value of up to four weeks annual leave accrued in a leave year.
- 39.2 Loading on additional leave accrued. Where additional leave is accrued by an employee:
- (a) as compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on five weeks, whichever is the lower.
  - (b) If stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading shall continue to be paid on a maximum of four weeks leave.

- 39.3 Maximum Loading. The annual leave loading payable shall not exceed the amount which would have been payable to an employee in receipt of salary equivalent to the maximum salary of common salary point 130.
- 39.4 Leave year. For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- 39.5 Payment of the annual leave loading shall be made on the annual leave accrued during the previous leave year and shall be subject to the following conditions:
- (a) Annual leave loading shall be paid on the first occasion in a leave year, other than the first leave year of employment, when an employee takes at least two consecutive weeks annual leave. Where an employee does not have at least two weeks annual leave available, the employee may use a combination of annual leave and any of the following: public holidays, flex leave, extended leave, leave without pay, time off in lieu, rostered day off. The employee shall be paid the annual leave loading for such period, provided the absence is at least two weeks.
  - (b) If at least two weeks leave, as set out in sub-clause 39.5(a), is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year shall be made to the employee as at 30 November of the current year.
  - (c) While annual leave loading shall not be paid in the first leave year of employment, it shall be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in sub-clause 39.5(a), is taken.
  - (d) An employee, who has not been paid the annual leave loading for the previous leave year, shall be paid such annual leave loading on resignation, retirement or termination by the employer for any reason other than the employee's serious and intentional misconduct.
  - (e) Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

## **40. SICK LEAVE**

- 40.1 Illness in this this Agreement means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- 40.2 Payment for sick leave is subject to the employee:
- (a) Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the employee's starting time as possible; and
  - (b) Providing evidence of illness as soon as practicable if required by clause 41, Sick Leave - Requirements for Evidence of Illness of this agreement.
- 40.3 If the General Secretary is satisfied that an employee is unable to perform duty because of the employee's illness or the illness of their family member, the General Secretary:

- (a) Shall grant to the employee sick leave on full pay; and
  - (b) May grant to the employee, sick leave without pay if the absence of the employee exceeds the entitlement of the employee under this agreement to sick leave on full pay.
- 40.4 The General Secretary may direct an employee to take sick leave if they are satisfied that, due to the employee's illness, the employee:
- (a) is unable to carry out their duties without distress; or
  - (b) risks further impairment of their health by reporting for duty; or
  - (c) is a risk to the health, wellbeing or safety of other employees, the PSA's members, or members of the public.
- 40.5 The General Secretary may direct an employee to participate in a return to work program if the employee has been absent on a long period of sick leave.
- 40.6 At the commencement of employment with the PSA, a full-time employee is granted an accrual of five days sick leave.
- 40.7 After the first four months of employment, the employee shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- 40.8 After the first year of service, the employee shall accrue sick leave day to day at the rate of 15 working days per year of service.
- 40.9 Sick leave without pay shall count as service for the accrual of annual leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- 40.10 When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
- 40.11 Paid sick leave shall not be granted during a period of unpaid leave.
- 40.12 Paid sick leave which may be granted to an employee in the first three months of service shall be limited to five days paid sick leave, unless the General Secretary approves otherwise. Paid sick leave in excess of five days granted in the first three months of service shall be supported by a satisfactory medical certificate.
- 40.13 Special Sick Leave
- (a) Special sick leave is a grant of paid sick leave additional to the annual or cumulative entitlement, and its application is reserved for long term employees (over 10 years) for occasions of long term illness only.
  - (b) Special sick leave shall be granted by the General Secretary if the employee:
    - i. has 10 or more years of service;
    - ii. has been or will be absent for a period of at least three months; and
    - iii. has exhausted or will exhaust, all normal sick leave entitlements.
  - (c) The grant of special sick leave shall be calculated on the basis of 22 working days for each 10 years of completed service.

## **41. SICK LEAVE – REQUIREMENTS FOR EVIDENCE OF ILLNESS**

- 41.1 An employee absent from duty for more than three consecutive working days because of illness must furnish evidence of illness to the PSA in respect of the absence.
- 41.2 In addition to the requirements under sub-clause 40.2 of this Agreement, an employee may absent themselves for a total of five working days due to illness in a calendar year without the provision of evidence of illness to the PSA. Employees who absent themselves in excess of five working days in a calendar year may be required to furnish evidence of illness to the General Secretary for each occasion absent for the balance of the calendar year.
- 41.3 As a general practice backdated medical certificates will not be accepted. However if an employee provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the General Secretary is satisfied that the reason for the absence is genuine.
- 41.4 If an employee is required to provide evidence of illness for an absence of three consecutive working days or less, the General Secretary will advise them in advance.
- 41.5 The reference in this clause to evidence of illness shall apply, as appropriate:
- (a) up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the General Secretary's discretion, another registered health services provider, or
  - (b) where the absence exceeds one week, and unless the health provider listed in this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
  - (c) at the General Secretary's discretion, other forms of evidence that satisfy that an employee had a genuine illness.
- 41.6 If the General Secretary is concerned about the diagnosis described in the evidence of illness produced by the employee, after discussion with the employee, the evidence provided and the employee's application for leave can be referred to an independent medical practitioner, nominated by the General Secretary, for advice:
- (a) The type of leave granted to the employee will be determined by the General Secretary based on the medical advice.
  - (b) If sick leave is not granted, the General Secretary will, as far as practicable, take into account the wishes of the employee when determining the type of leave granted.
- 41.7 If an employee who is absent on annual leave or extended leave, furnishes to the PSA satisfactory evidence of illness in respect of an illness which occurred during the leave, the PSA may, subject to the provisions of this clause, grant sick leave to the employee as follows:
- (a) In respect of annual leave, the period set out in the evidence of illness;

- (b) In respect of extended leave, the period set out in the evidence of illness if such period is five working days or more.

## **42. SICK LEAVE TO CARE FOR A FAMILY MEMBER**

- 42.1 Where Family and Community Service Leave provided for in clause 32 of this Agreement is exhausted or unavailable, an employee with responsibilities for a family member who needs the employee's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.
- 42.2 The sick leave shall initially be taken from the sick leave accumulated over the previous three years. In special circumstances, the General Secretary may grant additional sick leave from the sick leave accumulated during the employee's eligible service.
- 42.3 If required by the General Secretary to establish the illness of the person concerned, the employee must provide evidence consistent with Clause 41 of this Agreement.
- 42.4 The entitlement to use sick leave in accordance with this clause is subject to the employee being responsible for the care and support of a family member.

## **43. SICK LEAVE – WORKERS COMPENSATION**

- 43.1 Pending the determination of any Workers Compensation claim, and on the production of an acceptable medical certificate the General Secretary shall grant sick leave on full pay for which the employee is eligible, followed by, if required, sick leave without pay or, at the employee's election, accrued annual leave or extended leave.
- 43.2 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the employee pending acceptance of the claim shall be restored to the credit of the employee.
- 43.3 An employee may use accrued sick leave or other forms of leave to make up the difference between any compensation paid and their ordinary rate of pay.

## **44. SPECIAL LEAVE - JURY SERVICE**

- 44.1 An employee shall, as soon as possible, notify the General Secretary of the details of any jury summons served on the employee.
- 44.2 An employee who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the General Secretary a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the employee during any such period and the details of any payment or payments made to the employee under section 72 of the *Jury Act 1977* in respect of any such period.
- 44.3 When a certificate of attendance on jury service is received in respect of any period during which a employee was required to be on duty, the General Secretary shall

grant, in respect of any such period for which the employee has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the General Secretary shall grant, at the sole election of the employee, available annual leave on full pay, flex leave or leave without pay.

#### **45. WITNESS AT COURT - OFFICIAL CAPACITY**

45.1 When an employee is subpoenaed or called as a witness in an official capacity, the employee shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the employee in connection with the employee's appearance at court as a witness in an official capacity shall be paid by the PSA.

#### **46. WITNESS AT COURT - OTHER THAN IN OFFICIAL CAPACITY - CROWN WITNESS**

46.1 An employee who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:

- (a) Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- (b) Pay to the PSA all money paid to the employee under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.

#### **47. UNIONS WITNESS**

47.1 An employee called by the Unions to give evidence before an Industrial Tribunal or in another jurisdiction shall be granted special leave by the General Secretary for the required period.

#### **48. CALLED AS A WITNESS IN A PRIVATE CAPACITY**

48.1 An employee who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the employee's election, available annual leave on full pay or leave without pay.

#### **49. SPECIAL LEAVE - EXAMINATIONS**

49.1 Special leave on full pay up to a maximum of five days in any one year shall be granted to employees for the purpose of attending at any examination approved by the General Secretary.

49.2 Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.

49.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the employee, no further leave is granted for any examination.

## **50. RETURN HOME WHEN TEMPORARILY LIVING AWAY FROM HOME**

50.1 Sufficient special leave shall be granted to an employee who is temporarily living away from home as a result of work requirements. Such employee shall be granted sufficient special leave once a month before or after a weekend or a long weekend to return home to spend two days and two nights with the family. If the employee wishes to return home more often, such employee may be granted annual leave, extended leave or flex leave to credit or leave without pay, if the operational requirements allow.

## **51. RETURN HOME WHEN TRANSFERRED TO NEW LOCATION**

51.1 Special leave shall be granted to an employee who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions in Schedule A of this Agreement.

## **52. SPECIAL LEAVE - NAIDOC**

52.1 An employee who identifies as an Indigenous Australian shall be granted up to one day special leave per year to enable the employee to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and employee.

## **53. SPECIAL LEAVE - OTHER PURPOSES**

53.1 Special leave on full pay may be granted to employees by the PSA for other purposes subject to the conditions specified in the Personnel Handbook, Version 13.3.

## **54. MATTERS ARISING FROM DOMESTIC VIOLENCE SITUATIONS**

54.1 When the leave entitlements referred to in Clause 55 have been exhausted, the General Secretary shall grant up to five days special leave per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

## **55. FAMILY AND DOMESTIC VIOLENCE**

55.1 The definition of domestic violence is found in Clause 5 of this Agreement.

55.2 Leave entitlements provided for in Clause 32, Family and Community Service Leave, Clause 40, Sick Leave and Clause 42, Sick Leave to Care for a Family Member, may be used by employees experiencing domestic violence.

55.3 Where the leave entitlements referred to in sub-clause 55.2 are exhausted, the General Secretary shall grant Special Leave as per Clause 54.1.

55.4 The General Secretary will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an



agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.

55.5 Personal information concerning domestic violence will be kept confidential by the PSA.

55.6 The General Secretary, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

## **56. COMPASSIONATE LEAVE**

56.1 Employees are entitled to two days paid compassionate leave for each occasion when a member of the employee's family, or a member of the employee's household:

- (a) contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to their life; or
- (b) dies.

56.2 Compassionate leave may be taken in conjunction with other leave available leave, including family and community services leave and sick leave to care for a family member.

## **57. OVERTIME**

57.1 An employee may be directed by the General Secretary to work paid overtime, if the direction is reasonable and if reasonable written notice is given.

57.2 An employee may refuse to work overtime, without prejudice or disadvantage to their employment, in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (a) The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
- (b) Any risk to employee health and safety,
- (c) The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on services,
- (d) The notice (if any) given by the PSA regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
- (e) Any other relevant matter including but not limited to the matters contained in Section 62 subsection (3) of the Act.

57.3 Payment for overtime shall be made only where the employee works directed overtime.

57.4 An employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Common Salary Point 98, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Common Salary Point 98 plus \$1.00, unless the General Secretary approves payment for directed overtime at

the employee's salary or, where applicable, salary and allowance in the nature of salary.

57.5 The General Secretary will grant compensation for directed overtime worked either by payment at the appropriate rate or, if the employee so elects, by the grant of leave in lieu. The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause and must be taken at the convenience of the PSA, except when leave in lieu is being taken to look after a sick family member (in which case the conditions set out in clause 42 will apply). Leave in lieu accrued in respect of overtime will be taken by the employee within three months of accrual unless alternative arrangements have been negotiated with the General Secretary. An employee shall be paid for the balance of any overtime entitlement not taken as leave in lieu at the end of the three month period.

57.6 Overtime shall be paid at the following rates:

Weekdays (Monday to Friday inclusive)	at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime;
Saturday	All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
Sundays	All overtime worked on a Sunday at the rate of double time;
Public Holidays	All overtime worked on a public holiday at the rate of double time and one half.

57.7 An employee who works overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment as for three hours work at the appropriate rate.

57.8 If an employee is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the employee has been granted leave of absence or the absence has been caused by circumstances beyond the employee's control.

57.9 Rest Periods

- (a) An employee who works overtime shall be entitled to be absent until eight consecutive hours have elapsed.
- (b) Where an employee, at the direction of the supervisor, resumes or continues work without having had eight consecutive hours off duty then such employee shall be paid at the appropriate overtime rate until released from duty. The employee shall then be entitled to eight consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

## **58. STAFF DEVELOPMENT AND TRAINING ACTIVITIES**

- 58.1 For the purpose of this clause, the following shall be regarded as staff development and training activities:
- (a) All staff development courses conducted by an accredited training organisation, the ACTU or Unions NSW;
  - (b) Short educational and training courses conducted by generally recognised public or private educational bodies; and
  - (c) Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- 58.2 For the purposes of this clause, the following shall not be regarded as staff development and training activities:
- (a) Activities for which study assistance is appropriate;
  - (b) Activities to which other provisions of this Agreement apply (e.g. courses conducted by the Unions);
  - (c) Activities which are of no specific relevance to the PSA.
- 58.3 Attendance of an employee at activities considered by the General Secretary to be:
- (a) Essential for the efficient operation of the PSA ; or
  - (b) Developmental and of benefit to the PSA
- shall be regarded as on duty for the purpose of payment of salary if an employee attends such an activity during normal working hours.
- 58.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the PSA:
- (a) Recognition that the employees are performing normal duties during the course;
  - (b) Adjustment for the hours so worked under flexible working hours;
  - (c) Payment of course fees;
  - (d) Payment of all actual necessary expenses or payment of allowances in accordance with this agreement, provided that the expenses involved do not form part of the course and have not been included in the course fees; and
  - (e) Payment of overtime where the activity could not be conducted during the employee's normal hours and the General Secretary is satisfied that the approval to attend constitutes a direction to work overtime under Clause 57, Overtime.
- 58.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the PSA:
- (a) Recognition of the employee as being on duty during normal working hours whilst attending the activity;
  - (b) Payment of course fees;
  - (c) Reimbursement of any actual necessary expenses incurred by the employee for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and

- (d) Such other conditions as may be considered appropriate by the General Secretary given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- 58.6 Where the training activities are considered to be principally of benefit to the employee and of indirect benefit to the PSA, special leave of up to 10 days per year shall be granted to an employee. If additional leave is required and the General Secretary is able to release the employee, such leave shall be granted as a charge against available flex leave, annual leave, extended leave or as leave without pay.
- 58.7 Higher Duties Allowance - Payment of a higher duties allowance is to continue where the employee attends a training or developmental activity whilst on duty in accordance with this clause.

## **59. STUDY ASSISTANCE**

- 59.1 The General Secretary shall have the power to grant or refuse study time.
- 59.2 Where the General Secretary approves the grant of study time, the grant shall be subject to:
- (a) The course being a course relevant to the PSA;
  - (b) The time being taken at the convenience of the PSA; and
  - (c) Paid study time not exceeding a maximum of four hours per week, to accrue on the basis of half an hour for each hour of class attendance.
- 59.3 Study time may be granted to both full and part-time employees. Part-time employees however shall be entitled to a pro-rata allocation of study time to that of a full-time employee.
- 59.4 Study time may be used for:
- (a) Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
  - (b) Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
  - (c) Private study; and/or
  - (d) Accumulation, subject to the conditions specified in subclauses 59.6 to 59.9.
- 59.5 Employees requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:
- (a) Face-to-Face - employees may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
  - (b) Correspondence - employees may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
  - (c) Accumulation - employees may choose to accumulate part or all of their study time as provided in subclauses 59.6 to 59.9.

- 59.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the PSA.
- 59.7 Where at the commencement of an academic year/semester an employee elects to accrue study time and that employee has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- 59.8 Employees attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- 59.9 Where an employee is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- 59.10 Employees studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 59.11 Correspondence Courses
- (a) Study time for employees studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of four hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
  - (b) Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- 59.12 Repeated subjects. Study time shall not be granted for repeated subjects.
- 59.13 Expendable grant. Study time if not taken at the nominated time shall be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- 59.14 Examination Leave
- (a) Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
  - (b) The period granted as examination leave shall include:
    - i. Time actually involved in the examination;
    - ii. Necessary travelling time, in addition to examination leave
- but is limited to a maximum of five days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the employee

- (c) The examination leave shall be granted for deferred examinations and in respect of repeat studies.

#### 59.15 Study Leave

- (a) Study leave for full-time study is granted to assist those employees who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- (b) All employees are eligible to apply and no prior service requirements are necessary.
- (c) Study leave shall be granted without pay, except where the General Secretary approves financial assistance. The extent of financial assistance to be provided shall be determined by the General Secretary according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- (d) Where financial assistance is approved by the General Secretary for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the employee.

#### 59.16 Scholarships for Part-Time Study

- (a) In addition to the study time/study leave provisions under this clause, the PSA may choose to identify courses or educational programmes of particular relevance or value and establish a PSA scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

### **60. TRADE UNION ACTIVITIES REGARDED AS ON DUTY**

60.1 A Union delegate will be released from the performance of normal duty when required to undertake any of the activities specified below. While undertaking such activities the Union delegate will be regarded as being on duty and will not be required to apply for leave:

- (a) Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety (HSR) Committee members at a place of work as provided for in the Work Health and Safety Act 2011 and the Work Health and Safety Regulation 2011.
- (b) Attendance at meetings with workplace management or workplace management representatives.
- (c) A reasonable period of preparation time, before:
  - i. meetings with management;
  - ii. disciplinary or grievance meetings when a union member requires the presence of a union delegate; and
  - iii. any other meeting with management,

by agreement with management, where operational requirements allow the taking of such time.

- (d) Giving evidence in court
- (e) Representing the Union as an advocate or as a Tribunal Member;
- (f) Presenting information on the Union and Union activities at induction sessions for new staff of the PSA; and
- (g) Distributing official Union publications or other authorised material at the workplace provided that a minimum of 24 hours' notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace..

## **61. TRADE UNION ACTIVITIES REGARDED AS SPECIAL LEAVE**

61.1 Special Leave on full pay will be granted for the following activities undertaken by a Union delegate:

- (a) Annual or biennial conferences of the union;
- (b) Meetings of the Union's Executive, Committee of Management or Councils;
- (c) Annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- (d) Attendance at meetings called by the Unions NSW involving the Union which requires attendance of a delegate;
- (e) Attendance at meetings called by the Secretary, as the employer for industrial purposes, as and when required;
- (f) Giving evidence before an Industrial Tribunal as a witness for the Union;
- (g) Reasonable travelling time to and from conferences or meetings to which the provisions of Clauses 60, 61 and 62 apply.

## **62. TRADE UNION TRAINING COURSES**

62.1 The following training courses will attract the grant of special leave as specified below:

- (a) Accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members and/or Health and Safety Representatives (HSRs). The provider(s) of accredited WH&S training courses and the conditions on which special leave for such courses will be granted, shall be negotiated between the PSA and the Unions.
- (b) Courses organised and conducted by the ACTU or by the Unions or a training provider nominated by the Unions. A maximum of 12 working days in any period of two years applies to this training and is subject to:
  - i. The operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
  - ii. Payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc.;
  - iii. All travelling and associated expenses being met by the employee or the Union;
  - iv. Attendance being confirmed in writing by their union or a nominated training provider.

### **63. PERIOD OF NOTICE FOR TRADE UNION ACTIVITIES**

63.1 The PSA must be notified in writing by the Union or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other accredited activity is known.

### **64. ACCESS TO FACILITIES BY TRADE UNION DELEGATES**

64.1 The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Union activities:

- (a) Telephone, facsimile and e-mail facilities;
- (b) A notice board for material authorised by the Union or access to staff notice boards for material authorised by the Union;
- (c) Workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Union.

### **65. RESPONSIBILITIES OF THE TRADE UNION DELEGATE**

65.1 Responsibilities of the Union delegate are to:

- (a) Establish accreditation as a delegate with the Union and provide proof of accreditation to the workplace;
- (b) Participate in the workplace consultative processes, as appropriate;
- (c) Follow the dispute settling procedure applicable in the workplace;
- (d) Provide sufficient notice to the immediate supervisor of any proposed absence on authorised Union business;
- (e) Account for all time spent on authorised Union business;
- (f) When special leave is required, to apply for special leave in advance;
- (g) Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

### **66. RESPONSIBILITIES OF THE TRADE UNION**

66.1 Responsibilities of the Union are to:

- (a) Provide written advice to the General Secretary about a Union activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
- (b) Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in subclause 67.1(c);
- (c) Assist the PSA in ensuring that time taken by the Union delegate is accounted for and any facilities provided by the employer are used reasonably and properly.



## **67. RESPONSIBILITIES OF PSA**

67.1 Where time is required for Union activities in accordance with this clause the responsibilities of the PSA are to:

- (a) Release the accredited delegate from duty for the duration of the Union activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
- (b) Advise the workplace delegate of the date of the next induction session for new employees in sufficient time to enable the Union to arrange representation at the session;
- (c) Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- (d) Where possible, to provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Union responsibilities to assist with the business of workplace management;
- (e) Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
- (f) Where a Union activity provided under this clause needs to be undertaken on the Union's delegate's approved period of flexi leave, to apply the provisions of sub-clause 67.1 (e);
- (g) To verify with the Union the time spent by a Union delegate or delegates on Union business, if required; and
- (h) If the time and/or the facilities allowed for Union activities are thought to be used unreasonably and/or improperly, to consult with the Union before taking any remedial action.

## **68. DEDUCTION OF TRADE UNION MEMBERSHIP FEES**

68.1 At the employee's election, the PSA shall provide for the employee's Union fees to be deducted from the employee's pay and ensure that such fees are transmitted to the employee's Union at regular intervals.

## **69. TERMINATION OF EMPLOYMENT - INDUSTRIAL STAFF**

69.1 The following clause shall only apply to Industrial Staff who are permanent employees of the PSA.

69.2 Where the General Secretary has sound grounds for believing the employee's views and attitudes are such that they will not give loyal and co-operative service to the PSA, and the General Secretary dismisses the employee on these grounds, then the PSA will pay the employee a severance payment no less than what the employee would have received if they had been made redundant and received a severance payment under Clause 13.1.

69.3 Excluded from the entitlement to a separation payment under this clause are:

- (a) employees on workers' compensation whose claim is based on compensation for termination or employees awaiting determination of claims against the employer for termination of services;

- (b) employees dismissed on grounds of misconduct or the unsatisfactory performance of duties;
- (c) employees dismissed on account of the employee's genuine redundancy;
- (d) employees who resign.

## **70. MANAGEMENT OF UNSATISFACTORY PERFORMANCE**

- 70.1 The PSA must follow the procedures of this Clause before taking disciplinary action, including dismissal, against an employee for unsatisfactory performance.
- 70.2 An employee is entitled to be represented by a person of their choice, including their Union, at any stage of this clause.
- 70.3 Before taking the other measures set out in this clause a supervisor must make every reasonable effort to resolve instances or aspects of an employee's performance which are viewed as unsatisfactory. This includes provision of guidance, support, counselling, appropriate staff development measures and, if considered necessary, variation of work allocation. Only when such efforts fail to rectify the possible unsatisfactory performance should the following formal process be undertaken.
- 70.4 Where the General Secretary forms the view that the performance of an employee is unsatisfactory, the employee will be:
- (a) advised in writing of the deficiencies in performance and the performance standard required, and
  - (b) provided with an opportunity to respond to the concerns and to raise any mitigating circumstances.
- 70.5 If, after the employee has had an opportunity to respond, the General Secretary still has concerns about the employee's performance, the employee will be given a reasonable period of time to improve performance to the standard required. The employee will be advised of any consequences of not meeting the required standard.
- 70.6 Where the General Secretary believes that the employee's performance remains unsatisfactory following the steps set out in sub-clause 70.3, 70.4 and 70.5, the General Secretary will advise the employee in writing of the deficiencies in performance, and of any further proposed action. The employee will have an opportunity to make a response to the General Secretary's assessment.
- 70.7 The employee will be advised of the decision of the General Secretary.

## **71. MANAGEMENT OF ALLEGATIONS OF MISCONDUCT OR SERIOUS MISCONDUCT**

- 71.1 The PSA must follow the procedures of this Clause before taking disciplinary action, including dismissal, against an employee for misconduct or serious misconduct.
- 71.2 An employee is entitled to be represented by a person of their choice, including their Union, at any stage of this clause.

- 71.3 Where an allegation(s) of misconduct is made against an employee, the General Secretary will provide the employee with the details of the allegation(s) of misconduct in writing and give the employee an opportunity to respond to the allegation(s) and to raise any mitigating circumstances.
- 71.4 Where an allegation(s) of misconduct have been made against an employee, the General Secretary may direct the employee to be absent from the workplace on full pay pending the resolution of the matter.
- 71.5 The General Secretary will consider the employee's response to the allegation(s) and any other relevant material, and will determine such action as they deem appropriate.
- 71.6 The employee will be advised of the decision of the General Secretary.

**72. PERIOD OF NOTICE**

72.1 In order to terminate the employment of an employee, other than a casual employee, the General Secretary must give to the employee the following notice period:

Employee's period of continuous service with the Employer	Minimum period of notice
Not more than 3 years	2 weeks
More than 3 years	4 weeks

- 72.2 In addition to this notice, employees aged 45 years and over at the time of the giving of the notice with not less than two years' continuous service, are entitled to an additional week's notice.
- 72.3 The PSA may give the employee salary in lieu of notice. The period of notice in this clause does not apply in the case of dismissal for conduct that justifies instant dismissal, or in the case of fixed term employees, where the period of engagement has expired.
- 72.4 Provided that by mutual agreement between the parties, an employee after having given notice, may leave the employment prior to the expiration of the notice period and receive salary up to the last hour worked only.

**73. INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

73.1 The General Secretary and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the agreement deals with one or more of the following matters:
  - i. arrangements for when work is performed
  - ii. taking of extended leave; and
  - iii. taking of annual leave, and

- (b) the arrangement meets the genuine needs of the PSA and employee in relation to one or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the General Secretary and employee.
- 73.2 The General Secretary and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment.
- 73.3 The General Secretary must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
  - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 73.4 The General Secretary must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the names of the PSA and the employee; and
  - (c) is signed by the General Secretary and the employee, and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - i. the terms of the Agreement that will be varied by the arrangement; and
    - ii. how the arrangement will vary the effect of the terms; and
    - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
    - iv. states the day on which the arrangement commences.
- 73.5 The General Secretary must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 73.6 The General Secretary or the employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the General Secretary and the employee agree at any time in writing.

## **74. No EXTRA CLAIMS**

- 74.1 The parties undertake that for the life of this Agreement there shall be no further claims in relation to salary increases or conditions of employment sought or granted, except for those granted under the terms of this Agreement.

**75. CLASSIFICATION AND RATES OF PAY**

75.1 These Common Salary Points apply to the employee classifications covered by this Agreement:

Common Salary Point	As at 1 July 2015 Per annum \$
1	23,860
2	25,459
3	26,802
4	28,417
5	30,220
6	32,248
7	34,277
8	36,626
9	38,839
10	41,082
11	41,459
12	41,828
13	42,247
14	42,686
15	43,088
16	43,585
17	44,683
18	45,123
19	45,516
20	45,901
21	46,339
22	46,771
23	47,843
24	48,313

25	48,711
26	49,106
27	49,501
28	49,920
29	50,433
30	50,864
31	51,269
32	51,766
33	52,185
34	52,675
35	53,101
36	53,642
37	54,155
38	54,605
39	55,169
40	55,624
41	56,250
42	56,691
43	57,253
44	57,678
45	58,239
46	58,687
47	59,302
48	59,795
49	60,411
50	60,998
51	61,471
52	62,097

53	62,627
54	63,175
55	63,801
56	64,399
57	64,967
58	65,608
59	66,294
60	66,909
61	67,586
62	68,223
63	69,025
64	69,696
65	70,282
66	71,112
67	71,839
68	72,365
69	73,195
70	73,918
71	74,656
72	75,292
73	76,071
74	76,675
75	77,448
76	78,301
77	78,971
78	79,891
79	80,529
80	81,404

81	82,135
82	83,022
83	83,832
84	84,570
85	85,455
86	86,220
87	87,147
88	88,015
89	88,900
90	89,781
91	90,646
92	91,485
93	92,446
94	93,440
95	94,423
96	95,413
97	96,373
98	97,426
99	98,361
100	99,367
101	100,330
102	101,290
103	102,223
104	103,151
105	104,200
106	105,256
107	106,307
108	107,362



109	108,429
110	109,490
111	110,560
112	111,639
113	112,713
114	113,787
115	114,913
116	116,042
117	117,194
118	118,359
119	119,657
120	120,961
121	122,002
122	123,034
123	124,404
124	125,773
125	127,158
126	128,538
127	129,886
128	131,247
129	132,721
130	134,202

75.2 Industrial staff shall be paid at a Common salary point between 61 and 120 and Administrative and Support Staff shall be paid at a Common salary point between 20 and 107.

75.3 As at the date of this Agreement, the following classifications listed are paid according to the following common salary points:

<b>Classification</b>	<b>Common salary points</b>
Director	116, 120
Manager	108, 111
Senior/ Team Leader	101, 104
Industrial Advocate	82, 85, 88, 91, 95, 98
Organiser	61, 67, 75, 82, 85
Advocacy & Case Management Officer	61, 67, 75, 82, 85
Support Officer	23, 25, 28, 32, 36, 40, 43, 46, 49, 52, 55, 58, 61
Senior Support Officer	64, 67
Library Technician Grade 1	64
Library Technician Grade 2	78
Librarian	96, 99, 103, 107

75.4 Existing salary arrangements will continue for any other classifications not listed in clause 76.3.

## 76. SIGNATURES

Signed for and on behalf of the PSA.

Signed:

\_\_\_\_\_

Steve Turner

A/General Secretary

Public Service Association and Professional Officers' Association  
Amalgamated Union of New South Wales

160 Clarence St

Sydney NSW 2000

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Witnessed by:

Signature of Witness:

\_\_\_\_\_

Name of Witness (print):

\_\_\_\_\_

Address of Witness (print):

\_\_\_\_\_

\_\_\_\_\_

Date:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Signed for and on behalf of the Industrial Staff Union (ISU) as employee bargaining representative.

Signed:

\_\_\_\_\_

Blake Stephens

Secretary

Industrial Staff Union – PSA of NSW

160 Clarence St

Sydney NSW 2000

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Witnessed by:

Signature of Witness:

\_\_\_\_\_

Name of Witness (print):

\_\_\_\_\_

Address of Witness (print):

\_\_\_\_\_

\_\_\_\_\_

Date:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Signed:

\_\_\_\_\_

Thane Pearce

A/President

Industrial Staff Union – PSA of NSW

160 Clarence St

Sydney NSW 2000

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Witnessed by:

Signature of Witness:

\_\_\_\_\_

Name of Witness (print):

\_\_\_\_\_

Address of Witness (print):

\_\_\_\_\_

\_\_\_\_\_

Date:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Signed for and on behalf of the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Branch of the Australian Services Union as employee bargaining representative.

Signed:

\_\_\_\_\_

Graeme Kelly

General Secretary

New South Wales Local Government, Clerical, Administrative, Energy,  
Airlines & Utilities Branch of the Australian Services Union

321 Pitt St

Sydney, 2000

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Witnessed by:

Signature of Witness:

\_\_\_\_\_

Name of Witness (print):

\_\_\_\_\_

Address of Witness (print):

\_\_\_\_\_

\_\_\_\_\_

Date:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Signed for and on behalf of United Voice NSW Branch as employee bargaining representative.

Signed: \_\_\_\_\_

Mark Boyd  
General Secretary  
United Voice NSW Branch  
187 Thomas St,  
Haymarket, NSW 2000

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Witnessed by: Signature of Witness: \_\_\_\_\_

Name of Witness (print): \_\_\_\_\_

Address of Witness (print): \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## **SCHEDULE A – TRANSFERRED EMPLOYEES**

A.1 For the purposes of this schedule a transferred employee means an employee who has been assigned to a new location and who, as a consequence of such assignment, finds it necessary to leave their existing residence and seek or take up a new residence, but shall not include an employee transferred:

- (a) at their own request;
- (b) who has applied for a position and obtained it through a merit selection process; or
- (c) under an arrangement between officers to exchange positions; or
- (d) who can reasonably commute to the new location; or
- (e) where the old location and the new location are part of the metropolitan area i.e. the Central Coast on the Northern Line as far as Gosford, the area on the Western Line as far as Mt Victoria and on the Illawarra Line as far as Wollongong; or
- (f) on account of any misconduct;

unless the General Secretary otherwise approves.

A.2 Employees will not be permanently transferred to different work locations without their consent. Where an employee agrees to be transferred, the following conditions apply.

A.3 Special Leave of up to five days (of more if required) to manage the transfer related issues.

A.4 Where an employee has not found secure permanent accommodation, additional time of at least two days at home for every four weeks shall be provided (in addition to public holidays). Where this is not practicable, the special leave shall accumulate to be used at a later date.

A.5 Traveling expenses will be paid for by the PSA.

A.6 Temporary accommodation of up to four weeks will be paid for by the PSA, or by way of an allowance of \$466 per week. Additional time may be provided if permanent accommodation is not found.

A.7 Where rental accommodation is more than 25% of the employee's wage, the PSA will provide an allowance of \$68 per week.

A.8 The removal and storage expenses for the transfer shall be paid for by the PSA, including the insurance for the travel.

A.9 Where an employee buys a new residences (including building a new residence) the PSA will pay for the following:

- (a) Professional costs or disbursements for a solicitor or conveyancing company
- (b) Stamp duty on the purchase
- (c) Real estate agent commission for the sale of former residence
- (d) Registration fees on transfer and mortgages

- (e) Council costs, survey certificates, gas and electricity, mail redirection related to the move.

## **SCHEDULE B – TRAVEL ARRANGEMENTS**

### **B.1 Travelling Compensation**

- (a) Any authorised official travel and associated expenses, properly and reasonably incurred by an employee required to perform duty at a location other than their normal headquarters shall be met by the PSA.
- (b) The General Secretary shall require employees to obtain an authorisation for all official travel prior to incurring any travel expense.
- (c) Where available at a particular centre or location, the overnight accommodation to be occupied by employees who travel on official business shall be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.
- (d) Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.
- (e) The PSA will elect whether to pay the accommodation directly or whether an employee should pay the accommodation and be compensated in accordance with this clause. Where practicable, employees shall obtain prior approval when making their own arrangements for overnight accommodation.
- (f) An employee who is required by the PSA to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform the work.
- (g) For the first 35 days, where the PSA elects to pay the accommodation provider the employee shall receive, the payment shall be:
  - i. the appropriate meal allowance in accordance with Item 1 of Table 1 Allowances of Part B - Monetary Rates of the Conditions Award, and
  - ii. incidentals as set out in Item 3 of Table 1 Allowances of Part B - Monetary Rates of the Conditions Award, and
  - iii. actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel
- (h) For the first 35 days, where the PSA elects not to pay the accommodation provider the employee shall elect to receive either:
  - i. the appropriate rate of allowance specified in Item 2 of Table 1 - Allowances of Part B - Monetary Rates of the Conditions Award, and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; or
  - ii. in lieu of B.1(h)(i), payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 1 - Allowances of Part B - Monetary Rates of the Conditions Award.
- (i) Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the employee satisfies the PSA that, despite the period of



absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.

- (j) Where an employee is unable to so satisfy the PSA, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- (k) After the first 35 days. If an employee is required by the PSA to work in the same temporary work location for more than 35 days, such employee shall be paid the appropriate rate of allowance as specified in Item 2 of Table 1 - Allowances of Part B Monetary Rates of the Conditions Award.

## **B.2 Long term arrangements**

- (a) As an alternative to the provisions after the first 35 days set out above, the PSA could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by an employee working from a temporary work location.
- (b) The return of an employee to their home at weekends or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.

## **B.3 Excess Travelling Time.** An employee directed by the General Secretary to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the General Secretary's discretion, be compensated for such time either by:

- (a) Payment calculated in accordance with the provisions contained in this schedule; or
- (b) If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within one month of accrual unless otherwise authorised by the employee's manager.
- (c) This compensation shall be subject to the following conditions:
  - i. On a non-working day - subject to the conditions below, all time spent travelling on official business;
  - ii. On a working day - subject to the conditions below, all time spent travelling on official business outside the usual hours of duty,

provided the period for which compensation is being sought is more than a half an hour on any one day.

- (d) Compensation conditions for excess travelling time shall exclude the following:
  - i. Time normally taken for the periodic journey from home to headquarters and return;
  - ii. Any periods of excess travel of less than 30 minutes on any one day;
  - iii. Travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;
  - iv. Time from 11.00 p.m. on one day to 7.00 a.m. on the following day if sleeping facilities have been provided.

- v. Travel not undertaken by the most practical available route and by the most practical and economic means of transport;
- vi. Working on board ship where meals and accommodation are provided;
- vii. Time within the flex time bandwidth;

**B.4 Travel overseas.**

(a) Payment for travelling time calculated in terms of this clause shall be at the employee’s ordinary rate of pay on an hourly basis calculated as follows:

Annual salary	X	5	X	1
1		260.89		Normal hours of work

- (b) The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.
- (c) Employees whose salary is in excess of common salary point 78 shall be paid travelling time or waiting time calculated at the maximum rate for common salary point 78 plus \$1.00 per annum, as adjusted from time to time.
- (d) Time off in lieu or payment for excess travelling time or waiting time will not granted or made for more than eight hours in any period of 24 consecutive hours.

**B.5 Waiting Time**

(a) When an employee travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or headquarters and such time is outside the normal hours of duty, the waiting time shall be treated and compensated for in the same manner as excess travelling time pursuant to B.3 Excess Travelling Time of this Schedule

**B.6 Meal Expenses on One-Day Journeys**

- (a) An employee who is authorised by the General Secretary to undertake a one-day journey on official business which does not require the employee to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Item 1 - Allowances of Table 1 of Part B Monetary Rates of the Conditions Award for:
  - i. Breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
  - ii. An evening meal when required to travel until or beyond 6.30 p.m.; and
  - iii. Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the employee’s normal headquarters at the time of taking the normal lunch break.

## **B.7 Restrictions on Payment of Travelling Allowances**

- (a) An allowance under this Schedule is not payable in respect of:
- i. Any period during which the employee returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;
  - ii. Any period of leave, except with the approval of the General Secretary or as otherwise provided by this clause; or
  - iii. Any other period during which the employee is absent from the employee's temporary work location otherwise than on official duty.
- (b) An employee who is in receipt of an allowance under this Schedule shall be entitled to the allowance in the following circumstances:
- i. When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the employee's residence; and for the return journey from the employee's residence to the temporary work location, or
  - ii. When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the employee's residence or to take up duty at another temporary work location;

but is not entitled to any other allowance in respect of the same period.

## **B.8 Increase or Reduction in Payment of Travelling Allowances**

- (a) Where the General Secretary is satisfied that a travelling allowance is:
- i. Insufficient to adequately reimburse the employee for expenses properly and reasonably incurred, a further amount may be paid to reimburse the employee for the additional expenses incurred; or
  - ii. In excess of the amount which would adequately reimburse the employee for expenses properly and reasonably incurred, the allowance may be reduced to an amount which would reimburse the employee for expenses incurred properly and reasonably.

## **B.9 Production of Receipts**

- (a) Payment of any actual expenses shall be subject to the production of receipts, unless the General Secretary is prepared to accept other evidence from the employee.

## **B.10 Travelling Distance**

- (a) The need to obtain overnight accommodation shall be determined by the General Secretary having regard to the safety of the employee or members travelling on official business and local conditions applicable in the area. Where employees are required to attend conferences or seminars which involve evening sessions or employees are required to make an early start at work in a location away from their normal workplace, overnight accommodation shall be appropriately granted by the General Secretary.