

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA24/08

TITLE: State Super Enterprise Agreement 2024 - 2027

CASE NO: 2024/238556

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COVERAGE/DESCRIPTION OF EMPLOYEES:

The agreement applies to all non-executive employees employed by the SAS Trustee Corporation Staff Agency, also known as State Super, located at 83 Clarence Street, Sydney NSW 2000.

PARTIES:

SAS Trustee Corporation Staff Agency -&- Non-executive Employees of the SAS Trustee Corporation Staff Agency.

STATE SUPER

ENTERPRISE AGREEMENT 2024 - 2027

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1. INTENTION

- a. This Enterprise Agreement ("Agreement") aims to consolidate in the one document all common conditions of employment for non-executive employees of State Super. However, it should be noted that the requirements and provisions of the Public Service of New South Wales Section 52(1) Determinations, as relevant, apply to State Super employees even if not explicitly set out in this Agreement.
- b. This Agreement will be interpreted and applied in a fair and equitable manner, recognising that State Super's employees manage the State Authorities Superannuation Scheme, the State Superannuation Scheme, the Police Superannuation Scheme and the State Authorities Non-contributory Superannuation Scheme in New South Wales.

2. PARTIES TO THE AGREEMENT

- a. The parties to this Enterprise Agreement are:
 - i. SAS Trustee Corporation Staff Agency, also known as State Super; and
 - ii. Non-executive employees of the SAS Trustee Corporation Staff Agency.

3. TITLE OF THE AGREEMENT

- a. This Agreement will be known as the State Super Enterprise Agreement 2024 – 2027.

4. INCIDENCE

- a. This Agreement will replace the State Super Enterprise Agreement 2020-2022.
- b. This Agreement is underpinned by the terms and conditions of employment regulated by the following:
 - i. *Government Sector Employment Act 2013* (NSW).
 - ii. *Government Sector Employment Regulation 2014* (NSW) ("GSE Regulation").
 - iii. *Government Sector Employment Rules 2014* (NSW) ("GSE Rules").
- c. The parties agree that the total remuneration package provided for in the Agreement will not, at any time, be less than those provided for in the State Super Enterprise Agreement 2020-2022 that would cover the employee, had this Agreement not been made.

5. PERIOD OF OPERATION

- a. This Agreement will commence operation seven days after approval by the Industrial Relations Commission.
- b. The nominal expiry date is 30 June 2027.
- c. This Agreement can be terminated by mutual agreement during the term of the Agreement, or at or after its expiration by one party giving the other party at least three months' notice of intention to terminate.

6. DEFINITIONS

- a. **Agreement** in this document means the State Super Enterprise Agreement 2024 - 2027
- b. **Chief Executive Officer** means the Chief Executive Officer of SAS Trustee Corporation as defined in the *Superannuation Administration Act 1996* (NSW) or its acting Chief Executive Officer.
- c. **Corporation** means SAS Trustee Corporation, as defined in the *Superannuation Administration Act 1996* (NSW).
- d. **Delegate** means, with respect to an employee, the manager of that employee.
- e. **Employees** means persons employed in non-executive positions by the SAS Trustee Corporation Staff Agency under section 21 of the *Government Sector Employment Act 2013* (NSW) and whose employment classifications and applicable ranges of total remuneration packages are set out in Appendix A – Table 1 – *Total Remuneration Packages* of this Agreement.
- f. **GSE Act** means the *Government Sector Employment Act 2013* (NSW).
- g. **State Super** means the SAS Trustee Corporation Staff Agency listed in Part 2 of Schedule 1 of the GSE Act.
- h. **Definitions relating to Domestic and Family Violence**
 - A. **Domestic Violence** in this Agreement means any behaviour in an intimate, family or domestic relationship, which is violent, threatening, coercive, controlling or causes a person to live in fear for their own or someone else's safety. It may be a pattern of ongoing controlling or coercive behaviour.
 - B. An intimate relationship refers to people who are or have been in an intimate partnership, whether or not the relationship involves or has involved a sexual relationship, for example, married, engaged to be married, separated, divorced, de facto partners, couple promised to each other under cultural or religious tradition, or who are dating.
 - C. A family relationship has a broader definition and includes people who are related to another through blood, marriage or de facto partnerships, adoption and fostering relationships, sibling, and extended family relationships. It includes the full range of kinship ties in Aboriginal and Torres Strait Islander communities, and extended family relationships. People living in the same house may also be in a domestic relationship if their relationships exhibit dynamics which may foster coercive and abusive behaviours.
 - D. Examples of behaviours that constitute Domestic Violence include but are not limited to:
 - physical and sexual violence;
 - verbal abuse;
 - emotional or psychological abuse;
 - stalking and intimidation;
 - technology facilitated abuse;
 - social and geographical isolation;
 - financial abuse;
 - cruelty to pets;
 - damage to property; or
 - threats to be violent in the above ways.

7. EMPLOYMENT CONDITIONS AND PROGRESSION

- a. State Super's employees are engaged under the terms of section 43 of the GSE Act.
- b. The parties to this Agreement are committed to providing a professional work environment and a culture that supports collaboration, on-going development and work life balance. The focus is on quality outcomes rather than hours worked.
- c. This commitment includes providing a safe and healthy workplace that is free of harassment and discrimination in accordance with the Corporation's policies and practices on Work Health and Safety and Diversity and Inclusion.

7.1 Hours

- a. The ordinary hours of work are 35 hours per week which can be standard or flexible and worked on a full-time or part-time basis. Part-time employees receive entitlements on a pro rata basis, calculated according to the number of hours worked.
- b. State Super's office hours are between 7.00 a.m. and 6.00 p.m.
- c. Part-time work may be undertaken with the agreement of the Chief Executive Officer. The terms of the part-time agreement must be in writing and can only be varied with the consent of both parties.
- d. Employees are required to take a 30-minute unpaid lunch break during the day, if working more than five hours.

7.2 Reasonable Additional Hours and Time Off in Lieu

- a. Due to business requirements, an employee may be requested by their manager, on reasonable notice, to work additional hours to their weekly ordinary hours of work, during State Super's office hours.
- b. An employee has to agree to a request to work additional hours before they can be required to work for those additional hours.
- c. An employee can, with their manager's permission, work requested additional hours from home, as long as the requirements of clause 11.2 are satisfied.
- d. Before making a request to an employee for them to work additional hours, the employee's manager must consider the employee's commitments outside the workplace and their health and safety and the additional hours requested to be worked cannot be more than would be regarded as reasonable in the circumstances.
- e. An employee who agrees to work reasonable additional hours may take time off in lieu as compensation, at a time agreed with their manager.
- f. The time off in lieu to be taken as compensation for the additional hours worked is accrued at a one for one rate ie the amount of additional hours worked is the amount of accrued time off in lieu.
- g. Except when time off in lieu is being taken by an employee to look after a sick family member, the employee's manager can take into consideration business requirements when negotiating with the employee about when they can take their accrued time off in lieu. However, the manager can not unreasonably refuse the employee taking accrued time off in lieu at the time or times requested by the employee.

- h. An employee can accrue time off in lieu in accordance with this clause 7.2 up to the amount of 21 hours, at which time the employee has to agree with their manager when they will be taking this time off in lieu. The 21 hours of time off in lieu has to be taken within 6 months of the date the employee's accrued time off in lieu reached 21 hours. However, if the employee is requested to work additional hours within this 6-month period and agrees to do so, the employee will continue to accrue time off in lieu.
- i. An employee who has worked additional hours as overtime in accordance with clause 7.6 can agree with their manager to take the additional hours worked as time off in lieu instead of being paid overtime. The time off in lieu shall be calculated at the same rate as would have applied to the payment of overtime.

7.3 Assignment to a Role

- a. Positions within State Super are attributed to a classification by way of a job evaluation methodology consistent with the NSW public sector.
- b. Assignment to a vacant role at State Super will be by competitive merit selection, encompass the NSW Public Sector Capability Framework and in accordance with the provisions of the GSE Act, the GSE Regulation and the GSE Rules.
- c. The starting salary will be determined by the Chief Executive Officer in consideration of the successful applicant's qualifications, relevant skills, experience and the capabilities specified in the role description.
- d. Progression to a higher-level position will be by competitive merit selection for an advertised vacancy.

7.4 Remuneration and Levels

- a. An employee's annual total remuneration package will be maintained in full on entering into this Agreement.
- b. The ranges of the total remuneration packages for the employees covered by this Agreement, as well as the employment classifications for all employees are specified in Appendix A.
- c. The increases to the total remuneration packages for all employees during the period of the Agreement are as follows:
 - Year 1:
 - 3.5% on 1 July 2024 (inclusive of 0.5% for superannuation); and a further 0.5% increase to salary and salary related allowances as a structural adjustment, provided when the agreement is approved by the NSW Industrial Relations Commission
 - Year 2:
 - 3.5% on 1 July 2025 (inclusive of 0.5% for superannuation).
 - Year 3:
 - 3% on 1 July 2026.
- d. If the NSW Government agrees to sector-wide pay increases at rates that are higher than the rates of increase set out above, then the higher rates will be passed on in full to all employees covered by this Agreement in accordance with the Government's Wages Policy.
- e. Cost of Living Adjustment – in addition to the rates of increase set out in sub-clause 7c, there may be an extra annual \$1,000.00 (gross) lump sum payment plus superannuation available, starting from 1 July 2025. The payment of this amount will be conditional on the 12-month annual average Sydney CPI exceeding 4.5% in the March quarter of the relevant year.
 - i. This lump sum payment will be:

- pro-rated for part-time employees;
- paid in July of the relevant year.

f. The total remuneration packages contained in Appendix A are inclusive of:

- i. base salary;
- ii. superannuation;
- iii. annual leave loading.

7.5 Temporary Assignment to a Higher Role

- a. An employee who is temporarily assigned by the Chief Executive Officer to a higher level non-executive role will be paid an allowance in accordance with the provisions of clause 20 of the GSE Regulation.
- b. Where the employee is performing some but not all of the duties of the higher role, they will be remunerated according to the duties they are performing.
- c. Prior to the commencement of higher duties, the Chief Executive Officer in consultation with the employee's manager will decide what proportion of the duties the employee is to perform.

7.6 Overtime

- a. Due to business requirements, an employee may be requested by their manager, on reasonable notice, to work overtime outside of State Super's office hours. For the avoidance of doubt, overtime has to be work in addition to an employee's weekly ordinary hours of work.
- b. An employee has to agree to a request to work overtime before they can be required to work overtime.
- c. An employee can, with their manager's permission, work requested overtime from home, as long as the requirements of clause 11.2 are satisfied.
- d. Before making a request to an employee for them to work overtime, the employee's manager must consider the employee's commitments outside the workplace and their health and safety and the period of overtime requested cannot be more than would be regarded as reasonable in the circumstances.
- e. An employee who works overtime is to be compensated in accordance with clauses 90, 93-96 and 98-99 of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*.

8. SALARY SACRIFICE

- a. State Super and its employees can agree to salary sacrifice arrangements consistent with the arrangements under the *Crown Employees (Public Sector - Salaries 2022) Award* or any variation or replacement award.

9. ABILITY TO VARY AGREEMENT

- a. Other than as provided for in the *Industrial Relations Act 1996*, there will be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by this Agreement that take effect prior to the nominal expiry of the Agreement unilaterally made by a party to this Agreement unless otherwise agreed by the parties.

- b. The preceding sub-clause 9a. does not prevent the parties from continuing collaborative discussions during the life of the Agreement to deliver additional enhancements to remuneration and/or conditions of employment, and to achieve additional systemic efficiencies and productivity improvements to the delivery of Government services to the public. Changes to conditions or salaries may be jointly progressed and, if agreed, an application to vary the Agreement may be made by consent prior to the nominal expiry of the Agreement.

10. ALLOWANCES

10.1 First Aid Officer Allowance

- a. An employee who holds a current St John's Ambulance Certificate or equivalent and is appointed by the Chief Executive Officer as a First Aid Officer will be paid a First Aid Allowance at the rate specified in Appendix A – Table 2 - *First Aid Officer Allowances*.
- b. A current certificate is one issued within the last 3 years.
- c. The First Aid Allowance will not be paid during leave of 1 week or more.

10.2 Support for Additional Hours

- a. If an employee is requested (and agrees) to work additional hours beyond their normal mealtime, a meal will be provided by State Super up to the amount consistent with the current ATO guidelines for reasonable travel and overtime meal allowance expense amounts.
- b. Where an employee ceases working additional hours after 8.00 p.m. (during daylight savings time) or 7.00 p.m. (during standard time), State Super will pay for a suitable means of transport to enable the employee's safe return home.

11. FLEXIBLE WORK

11.1 General

The parties to this Agreement are committed to fostering flexibility around start and finish times, under the following conditions:

- a. The Chief Executive Officer is satisfied that business requirements will continue to be met.
- b. The arrangement is fair and equitable to the employees involved.
- c. Any additional hours worked may be taken by the employee as time off in lieu at a suitable time agreed between the employee and their manager.

11.2 Working from Home

The Chief Executive Officer or a delegate can approve flexible working from home arrangements once the following conditions must be met:

- a. the Chief Executive Officer or the delegate is satisfied that the business requirements

will continue to be met; and

- b. work health and safety considerations, including the provision of equipment required and any other relevant conditions specified in a working from home self-assessment and checklist have been met. The Chief Executive Officer or the delegate will rely on the employee's self-attestation and feedback provided by State Super's WH&S Committee.

12. TRAVEL

- a. All travel will be undertaken in accordance with the Corporation's Travel Policy and approval must be obtained prior to any expense being incurred.
- b. Expenses reasonably incurred in relation to approved travel will be met by State Super.

12.1 Use of Private Motor Vehicle for Work Travel

- a. The use of a private motor vehicle for work related travel must be approved by the Chief Executive Officer or delegate.
- b. Employees will be reimbursed in accordance with the prevailing ATO ruling for such use of a private motor vehicle.
- c. The employee must attest that their driver's licence and the motor vehicle to be used, comply with any policy required to be effected or maintained under the *Motor Vehicles (Third Party Insurance) Act 1942* (NSW). This includes the requirement to have a current comprehensive motor vehicle insurance policy to an appropriate amount. The Chief Executive Officer will rely on the employee's attestation and can seek evidence as necessary.
- d. Employees will be reimbursed for relevant expenses incurred during work related travel.

12.2 International Travel

- a. An employee who is required to travel overseas on official business will be paid the appropriate overseas travelling allowances for incidentals in accordance with relevant ATO Taxation Determinations relating to reasonable travel and overtime meal allowance expenses.
- b. This allowance may be adjusted for accommodation, meals and travel paid for directly by State Super.

13. LACTATION BREAKS

- a. Lactation breaks are provided to mothers for breastfeeding and related activities in addition to other breaks specified in this Agreement.
- b. One paid 30-minute lactation break will apply if the employee works up to 4 hours a day and two paid lactation breaks will apply if the employee works more than 4 hours a day.
- c. Access to a suitable, private space for the purpose of breastfeeding or expressing milk will be made available and can be an office or meeting room.

- d. Employees who need support or treatment in relation to breastfeeding and the transition to the workplace may utilise the provisions available under sub-clause 15.20 Sick Leave to Care for a Family Member.

14. PUBLIC HOLIDAYS

- a. Employees are entitled to a paid day off on:
 - i. a NSW public holiday;
 - ii. a public service holiday, which is a day between Boxing Day and New Year's Day as determined by the Chief Executive Officer.

15. LEAVE

15.1 General

- a. These leave provisions apply to all non-executive employees of State Super.
- b. The Chief Executive Officer or their delegate, once satisfied that business requirements will be met, will approve an application for leave as requested by the employee.
- c. Part-time employees will receive the paid leave provisions on a pro rata basis, according to the number of hours worked per week.

15.2 Absence from Work

- a. An employee must have reasonable cause to be absent from duty.
- b. If an employee is absent from duty because of illness or other emergency, the employee is required to notify their manager, or arrange for their manager to be notified, as soon as possible.
- c. If an employee is absent from duty without authorised leave, State Super will deduct from the employee's pay the amount equivalent to the absence, or reduce any available leave provision, at their discretion.
- d. The minimum period of leave available is a quarter day.
- e. Nothing in this clause affects any proceedings for a breach of discipline against an employee who is absent from duty without authorised leave.

15.3 Extended Leave

- a. Extended Leave means long service leave which will accrue and be granted in accordance with the GSE Regulation.

15.4 Family and Community Service Leave

- a. The Chief Executive Officer or delegate will grant an employee some, or all of their accrued Family and Community Service Leave on full pay, for unplanned and emergency situations which may include, but is not limited to, the following:

- i. compassionate grounds such as the illness or death of a family member or a member of the employee's household;
 - ii. emergency accommodation matters such as court attendance as a defendant in an eviction action, to arrange accommodation, or when required to remove furniture and effects;
 - iii. weather conditions, emergency situations or disruptions to utility services that threaten an employee's property and/or prevent an employee from attending work;
 - iv. unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency or emergency cancellation of childcare services;
 - v. where an employee is required to attend court on a criminal charge, the Chief Executive Officer or delegate will determine if granting Family and Community Service Leave is appropriate.
- b. Family and Community Service Leave may also be granted by the Chief Executive Officer or delegate for:
- i. employees holding office in Local Government to attend meetings or perform duties necessary to their position, provided that the position is not as Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council;
 - ii. employees who are selected to represent Australia or the State in a major amateur sport competition, other than the Olympic or Commonwealth Games.
- c. Non-emergency appointments should be managed outside normal working hours, through flexible work arrangements or other appropriate leave.

15.5 Family and Community Service Leave Accrual and Application

- a. Family and Community Service Leave will accrue as follows:
 - i. two and a half days in the first and second year of service;
 - ii. one day per year thereafter.
- b. If available Family and Community Service Leave is exhausted as a result of natural disasters, the Chief Executive Officer or delegate may consider granting additional Family and Community Service Leave, if some other emergency should arise.
- c. If available Family and Community Service Leave is exhausted on the death of a family member or relative, additional paid Family and Community Service Leave of up to two days may be granted by the Chief Executive Officer or delegate on a discrete, per occasion basis.
- d. In the case of illness of a family member for whose care and support the employee is responsible, paid Sick Leave to care for a family member will be granted when paid Family and Community Service Leave has been exhausted.
- e. The Chief Executive Officer or delegate may grant other forms of leave such as accrued Recreation Leave, time off in lieu and so on for Family and Community Service Leave purposes.

15.6 Leave Without Pay

- a. The Chief Executive Officer or delegate may grant Leave Without Pay on a full-time or a part-time basis in consideration of State Super's business requirements and the employee's circumstances.
- b. Where an employee is granted Leave Without Pay for a period not exceeding 10 consecutive working days, the employee will be paid for any proclaimed public holiday

falling within that period.

- c. Where an employee is granted Leave Without Pay which, when aggregated, does not exceed 5 working days in a 12-month period, such leave will count as service for accrual of Recreation Leave.
- d. An employee who has been granted Leave Without Pay is not to engage in employment of any kind during the period of leave, unless prior approval has been obtained from the Chief Executive Officer.
- e. An employee is not 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 is to be taken before Leave Without Pay.
- f. While an employee is on Leave Without Pay a permanent appointment can be made to the employee's position, if the criteria below are satisfied:
 - i. the Leave Without Pay has continued or is likely to continue beyond the approved period and is for more than 12 months; and
 - ii. the employee is advised of State Super's proposal to permanently backfill their position; and
 - iii. the employee is given reasonable opportunity to end the Leave Without Pay and return to their position; and
 - iv. where an employee has already taken a period of 12 months Leave Without Pay and is seeking to extend their Leave Without Pay for a further period, State Super has advised the employee that their position will be filled on a permanent basis.
- g. The employee does not cease to be employed by State Super if their position is permanently backfilled.
- h. Subclause f above does not apply to employees on Parental Leave or Military Leave.

15.7 Military Leave

- a. During a 12-month period commencing on 1 July each year, the Chief Executive Officer may grant an employee who is a volunteer part-time member of the Australian Defence Force, Military Leave on full pay to undertake compulsory annual training, attend courses or compulsory parades conducted by the employee's unit.
- b. 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.
- c. The Chief Executive Officer may grant up to 24 days of Military Leave per financial year to members of the Naval and Military Reserves and up to 28 days per financial year to members of the Air Force Reserve for the activities specified in subclause a above.
- d. The Chief Executive Officer may grant Special Leave of up to 1 day to attend assessments required for acceptance as volunteer part time members of the Australian Defence Force.
- e. An employee requested by the Australian Defence Force to provide additional military services requiring leave in excess of the entitlement specified above may be granted Military Leave top up pay by the Chief Executive Officer.

- f. Military Leave top up pay is calculated as the difference between an employee's ordinary pay and the reservist's pay which they receive from the Commonwealth Department of Defence.
- g. During a period covered by Military Leave top up pay, an employee will continue to accrue all leave entitlements, and the Corporation will continue to pay superannuation contributions.
- h. At the expiration of Military Leave the employee is required to provide the Chief Executive Officer a certificate of attendance and details of their reservist pay.

15.8 Leave for Essential Religious or Cultural Obligations

- a. An employee may seek leave for the purpose of observing essential religious or cultural obligations.
- b. This leave can be taken from accrued Annual Leave or as Leave Without Pay.
- c. The employee must provide State Super with adequate notice for leave and the Chief Executive Officer or delegate will approve the leave provided the operational needs of the organisation are met.

15.9 Parental Leave

- a. Parental Leave includes Maternity Leave, Adoption Leave and Other Parent Leave and, unless specified as paid leave as per subclause 15.10a, is granted as unpaid leave.
- b. Maternity Leave applies to an employee who is pregnant and will be granted by the Chief Executive Officer or delegate as follows:
 - i. for a period up to 9 weeks prior to the expected date of birth;
 - ii. for a further period of up to 12 months after the actual date of birth;
 - iii. any other period according to a medical practitioner's recommendations.
- c. In this clause "birth" means the birth of a child and includes stillbirth. The "expected date of birth", means a date specified by a medical practitioner on which the employee is expected to give birth.

An employee who has been granted Maternity Leave and whose child is stillborn may elect to take available Sick Leave instead of Maternity Leave.

- d. Adoption Leave will be granted by the Chief Executive Officer or delegate to an employee adopting a child and who will be the child's primary care giver as follows:
 - i. for a period of up to 12 months if the child has not commenced school at the date of taking custody; or
 - ii. for a period, not exceeding 12 months on a full-time basis, as the Chief Executive Officer or delegate may determine, if the child has commenced school at the date of taking custody; and
 - iii. an employee is entitled to 2 days unpaid special Adoption Leave to attend interviews or examinations for the purpose of adoption.
- e. Where Maternity Leave or Adoption Leave do not apply, Other Parent Leave is available

to employees to look after their child or children. Other Parent Leave applies as follows:

- i. an unbroken period of up to 8 weeks at the time of the birth or the termination of the spouse's or partner's pregnancy; or
 - ii. in the case of adoption, from the date of taking custody of the child or children.
- f. Extended Other Parent Leave is for a maximum period of 12 months, less any short Other Parent Leave already taken by the employee. Extended Other Parent Leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.

15.10 Paid Parental Leave

- a. An employee taking Maternity or Adoption Leave or who is otherwise responsible for care associated with the birth, adoption, altruistic surrogacy or permanent out-of-home care placement of a child is entitled to payment at the ordinary rate of pay plus superannuation for a period of up to 14 weeks if the following conditions are met:
- i. the employee has, or will have, completed not less than 40 weeks continuous service (at the expected date of birth or time of adoption, time of altruistic surrogacy or permanent out-of-home care placement);
 - ii. the leave is associated with the birth of a child (or children from a multiple birth) of the employee, the employee's partner or the employee's legal surrogate, the adoption of a child (or children) under 18 years of age by the employee or the employee's partner or the placement of a child (or children) under 18 years of age in permanent out-of-home care with the employee or the employees' partner; and
 - iii. the employee has or will have responsibility for the care of the child (or children).

That period of paid leave is defined as Paid Parental Leave.

- b. Paid Parental Leave must be taken in a single continuous period within the first 24 months from the date of birth, or time of adoption, altruistic surrogacy or permanent out-of-home care placement. For birth-related Parental Leave, the leave may commence prior to the date of birth but cannot commence earlier than the date provided in clause 15.9 that the relevant period of unpaid leave can commence.
- c. Payment of Paid Parental Leave or the period of paid Other Parent Leave provided for in subclause 15.9(f) may be made as follows:
- i. in advance as a lump sum; or
 - ii. fortnightly as normal; or
 - iii. fortnightly at half pay; or
 - iv. a combination of full-pay and half pay.
- d. 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; or
 - 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; or

- 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.
- e. An employee who commences a subsequent period of Maternity Leave or Adoption Leave for another child within 24 months of commencing an initial period of such 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.
- f. In this Agreement, “partner” includes, in relation to an employer, the employee’s spouse, de facto partner, former partner or former de facto partner. “De facto partner”, in relation to an employee, is as defined in s.21C of the *Interpretation Act 1987* (NSW).

15.11 Right to request Changes to Leave

- a. An employee who has been granted Parental Leave in accordance with the provisions in this Agreement may make a request to the Chief Executive Officer or delegate 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);
 - iii. assist the employee in reconciling work and parental responsibilities.
- b. The Chief Executive Officer or delegate will consider the request, having regard to the employee’s circumstances and, provided the request is genuinely based on the employee’s parental responsibilities, but may only refuse the request on reasonable grounds related to the effect on the workplace or the business operations. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

15.12 Notification requirements for leave

- a. When State Super is made aware that an employee or their spouse is pregnant or adopting a child, State Super will inform the employee of their entitlements and obligations under the Agreement.
- b. An employee who wishes to take Parental Leave must notify State Super in writing at least 8 weeks (or as soon as practicable) before the expected commencement of Parental Leave and include the following details:
 - i. that she/he intends to take Parental Leave;
 - ii. the expected date of birth or the expected time of adoption or placement;
 - iii. if she/he is likely to make a request under subclause 15.11 above.

- c. At least 4 weeks before an employee's expected date of commencing Parental Leave they must advise State Super as follows:
 - i. the date on which the Parental Leave is intended to start; and
 - ii. the period of leave to be taken.
- d. The employee's request under subsections b and c above, and the Chief Executive Officer or delegate's response to the request must be in writing.
- e. An employee intending to request to return from Parental Leave on a part time basis or to seek an additional period of leave of up to 12 months must notify State Super 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 4 weeks before the proposed return on a part time basis, or later if the Chief Executive Officer or delegate agrees.
- f. An employee on Maternity Leave is to notify State Super of the date on which she gave birth as soon as she is able to.
- g. An employee who is on or intends to take Maternity Leave must notify State Super as soon as practicable of any change in their intentions about the leave as a result of a premature delivery or miscarriage.
- h. An employee on Parental Leave may change the period of leave or arrangement, once without the consent of the Chief Executive Officer or delegate, and any number of further times, with the consent of the Chief Executive Officer or delegate. In each case the employee must give State Super at least 14 days' notice of the change unless the Chief Executive Officer or delegate decides otherwise.
- i. An employee has the right to their former position if they have taken approved leave or part time work in accordance with subclause 15.12e above and have resumed duty immediately after the approved leave or work on a part time basis.
- j. If the position the employee occupied immediately prior to taking Parental Leave has ceased to exist, but there are other positions available that the employee is qualified for and capable of performing, the employee shall be appointed to a position of the same classification and remuneration level as their former position.
- k. 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 Chief Executive Officer 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.
- l. 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 4 weeks' notice must be given by the employee to the Chief Executive Officer or delegate.
- m. An employee who is sick during her pregnancy may take available paid Sick Leave, accrued Recreation Leave, Extended Leave or Leave Without Pay.
- n. An employee may apply for accrued Recreation 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 she starts her nominated period of Maternity Leave or on the working day immediately preceding the

date of birth of the child, whichever is sooner.

- o. An employee may elect to take available Recreation Leave or Extended Leave within the period of Parental Leave, provided this does not extend the total period of such leave.
- p. An employee may elect to take available Recreation Leave at half pay in conjunction with Parental Leave provided that:
 - i. accrued Recreation Leave at the date leave commences is exhausted within the period of Parental Leave, ;
 - ii. the total period of Parental Leave is not extended by taking Recreation Leave at half pay;
 - iii. when calculating other leave accruing during the period of Recreation Leave at half pay, the Recreation Leave at half pay will be converted to the full-time equivalent and treated as full pay leave for accrual of further Recreation Leave, Extended Leave and other leave at the full-time rate.
- q. If a pregnant employee is having difficulty performing her normal duties or there is a risk to her health or to that of her unborn child, the Chief Executive Officer, will 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, teleworking and job redesign.
 - i. If such adjustments cannot reasonably be made, the Chief Executive Officer will 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.

15.13 Communication during Parental Leave

- a. Where an employee is on Parental Leave and a definite decision has been made to introduce significant change at the workplace, State Super will take reasonable steps to:
 - i. make information available in relation to any significant effect the change will have on the status or responsibility of the position the employee held before commencing Parental Leave; and
 - ii. provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility of the position the employee held before commencing Parental Leave.
- b. The employee will take reasonable steps to inform State Super 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.
 - i. The employee will also notify State Super of changes of address or other contact details whilst on Parental Leave.

15.14 Sector-wide parental leave enhancements and Bonus Paid Parental Leave

Parental leave provisions were introduced from 1 July 2021 in the NSW public sector to provide gender neutral parental leave, special leave for pre-term births and miscarriage leave. Further enhancements

introduced on 1 October 2022 provide for paid parental leave for NSW public sector employees providing permanent out-of- home care, leave for fertility treatment, and an additional two weeks' parental leave where each parent in a couple has exhausted the paid parental leave provisions provided by their employer.

The above-mentioned enhancements have generally been incorporated into this Agreement. However, the requirements and provisions of the Public Service of New South Wales Section 52(1) Determinations, as relevant, apply to State Super employees even if not explicitly set out in this Agreement.

Bonus Paid Parental Leave

- i. An employee who has, or will have, completed not less than 40 weeks continuous service (at the expected date of birth or time of adoption, time of altruistic surrogacy or permanent out-of-home care placement) is entitled to an additional two-week Bonus Paid Parental Leave, where each parent has exhausted any paid parental leave offered by their employer.
- ii. Employees who are single parents or whose partners do not have access to or are ineligible for, for employer-paid parental leave can receive the full two weeks of Bonus Paid Parental Leave.
- iii. For the avoidance of doubt, the two weeks of Bonus Paid Parental Leave is paid in addition to the Paid Parental Leave provided for in this subclause 15.10.

15.15 Purchased Leave

- a. An employee can purchase either 10 days (ie 2 weeks) or 20 days (ie 4 weeks) additional leave in a 12-month period.
- b. When deciding each application, the Chief Executive Officer or delegate will consider State Super's operational requirements and the employee's personal needs.
- c. The leave must be taken in the 12-month period specified in the Purchased Leave Agreement.
- d. Purchased Leave will count as service for all purposes.
- e. Purchased Leave will be funded through the reduction in the employee's ordinary rate of pay.
- f. 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.
- g. To calculate the Purchased Leave rate of pay, the employee's ordinary salary rate, which includes superannuation, will be reduced by the number of weeks of Purchased Leave and then annualised at a pro rata rate over the 12-month period.
- h. Purchased Leave is subject to the following provisions:
 - i. Purchased Leave cannot be accrued and will be refunded if it has not been taken in the 12-month period.
 - ii. Recreation Leave or Extended Leave taken during the 12-month Purchased Leave Agreement period will be paid at the Purchased Leave rate of pay.
 - iii. Sick Leave cannot be taken during a period of Purchased Leave.
 - iv. Salary related allowances not paid during periods of Recreation Leave will be calculated using the employee's hourly rate based on the ordinary rate of pay.
 - v. Higher Duties Allowance will not be paid when a period of Purchased Leave is taken.

- vi. Specific conditions governing Purchased Leave may be amended from time to time by State Super in consultation with its employees.

15.16 Recreation Leave (Annual Leave)

- a. Paid Recreation Leave accrues from day to day at the rate of 20 working days per year for full time employees. Part time employees accrue paid Recreation Leave on a pro rata basis, determined on the average weekly hours worked per leave year.
- b. Employees are encouraged to take at least two consecutive weeks of Recreation Leave every 12 months for their wellbeing. Such leave cannot be refused except in special circumstances by the Chief Executive Officer or delegate.
- c. Where State Super's operational requirements permit, the application for Recreation Leave will be managed in accordance with the wishes of the employee.
- d. State Super will notify the employee when accrued Recreation Leave reaches 6 weeks or its hourly equivalent and at the same time the Chief Executive officer or delegate may direct an employee to take at least 2 weeks Recreation Leave within 3 months of the notification, at a time convenient to State Super.
- e. State Super will notify the employee when accrued Recreation Leave reaches 8 weeks or its hourly equivalent and the Chief Executive officer or delegate may direct the employee to take at least 2 weeks Recreation Leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to State Super.
- f. An employee must take their Recreation Leave to reduce all balances below 8 weeks or its hourly equivalent, and State Super must cooperate in this process.
- g. If the Chief Executive Officer is satisfied that an employee is prevented by operational or personal reasons from taking sufficient Recreation Leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Chief Executive Officer will:
 - i. specify in writing the period of time during which the excess leave shall be conserved; and
 - ii. 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 8-week limit.

15.17 Miscellaneous

- a. Recreation Leave is not granted for a period less than a quarter-day.
- b. Recreation 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).
- c. Recreation Leave does not accrue in respect of any period of absence from duty without leave or without pay, except as specified in subclause d below.
- d. Recreation 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* (NSW), 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.
- e. The proportionate deduction to be made in respect of the accrual of Recreation Leave on account of any period of absence referred to in subclause d above, shall be calculated to a quarter-day (fractions less than a quarter being rounded down).
- f. Recreation Leave accrues at half its normal accrual rate during periods of Extended Leave on half pay or Recreation Leave taken on half pay.
- g. Recreation Leave may be taken on half pay in conjunction with Parental Leave as provided in subclause 15.12p.
- h. On cessation of employment, an employee will be paid the monetary value of unused accrued Recreation Leave.
- i. An employee to whom subclause h above applies, may elect to take all or part of accrued Recreation 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.
- j. Where an employee dies, the monetary value of Recreation Leave accrued and untaken as at the date of death, will be paid to the employee's nominated beneficiary.
- k. Where no beneficiary has been nominated, the monetary value of Recreation Leave is to be paid as follows:
 - i. to the widow or widower of the employee; or
 - ii. if there is no widow or widower, to the children of the employee or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
 - iii. if there is no such widow, widower or children, to the person who, in the opinion of the Chief Executive Officer was, at the time of the employee's death, a dependent relative of the employee; or
 - iv. if there is no person entitled under sub clauses i, ii, or iii above to receive the monetary value of any accrued leave not taken, the payment will be made to the personal representative of the employee.
- l. Recreation Leave does not accrue during Leave Without Pay other than:
 - i. Military Leave taken without pay when paid Military Leave entitlements are exhausted; absences due to natural emergencies or major transport disruptions,

- when all other paid leave is exhausted; or
- ii. any continuous period of Sick Leave taken without pay when paid Sick Leave is exhausted; or
- iii. incapacity for which compensation has been authorised under *the Workplace Injury Management and Workers Compensation Act 1998* (NSW); or
- iv. periods which when aggregated, do not exceed 5 working days in any period of 12 months.

15.18 Sick Leave (Personal Leave)

- a. Illness in this Agreement means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- b. Payment for Sick Leave is subject to the employee:
 - i. informing their manager as soon as practicable that they are unable to attend duty because of illness. This must be done as close to the employee's starting time as possible; and
 - ii. providing evidence of illness to their manager as soon as practicable if requested/required to do so in line with the requirements specified in clause 15.19 below.
- c. If the Chief Executive Officer is satisfied that an employee is unable to perform his/her duty because of an illness or the illness of his/her family member, the Chief Executive Officer:
 - i. will grant Sick Leave on full pay; and
 - ii. on exhaustion of paid Sick Leave, may grant Sick Leave without pay.
- d. The Chief Executive Officer or delegate may direct an employee to take Sick Leave if they are satisfied that the employee:
 - i. is unable to carry out their duties without distress; or
 - ii. risks further impairment of their health by reporting for duty; or
 - iii. is a risk to the health, wellbeing or safety of other employees, clients or the public.
- e. The Chief Executive Officer or delegate may direct an employee to participate in a return-to-work program if they have had a long period of Sick Leave.
- f. On commencement, full-time employees are granted an accrual of 5 days Sick Leave. The Chief Executive Officer or delegate may approve additional paid Sick Leave during this period if supported by a satisfactory medical certificate.
- g. After the first four months of employment, Sick Leave will accrue at the rate of 10 working days for the balance of the first year of service.
- h. After the first year of service, Sick Leave will accrue day to day at the rate of 15 working days per year.
- i. All continuous service in the NSW public service will be taken into account for the purpose of calculating Sick Leave.
- j. Notwithstanding the provisions of subclause i above, Sick Leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.

- k. Sick Leave without pay counts as service for the accrual of Recreation Leave and paid Sick Leave. In all other respects Sick Leave without pay will be treated in the same manner as Leave Without Pay.
- l. Paid Sick Leave will not be granted during a period of unpaid leave.

15.19 Sick Leave – Requirements for Evidence of Illness

- a. An employee absent from duty for more than 2 consecutive working days because of illness must furnish evidence of their illness to their manager.
- b. In addition to the requirements under subclause 15.18b, an employee may absent themselves for a total of 5 working days per year due to illness without the provision of evidence of illness. Employees absent in excess of 5 working days a year may be required to furnish evidence of their illness to their manager for each absence for the balance of the calendar year.
- c. As a general practice, backdated medical certificates or other appropriate evidence of illness, will not be accepted. However, if an employee provides evidence of illness that only covers the latter part of their absence, they can be granted Sick Leave for the whole period if the manager is satisfied that the reason for the absence is genuine.
- d. If an employee is required to provide evidence of illness for an absence of 2 consecutive working days or less, their manager will advise them in advance.
- e. If the Chief Executive Officer or delegate 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 the Department of Health for advice.
- f. The type of leave granted to the employee will be determined by the Chief Executive Officer based on Department of Health advice.
- g. If Sick Leave is not granted, the Chief Executive Officer or delegate will, as far as practicable, take into account the wishes of the employee when determining the type of leave granted.
- h. Paid Sick Leave is subject to the employee providing evidence of the estimated duration of the absence. If an employee is concerned about disclosing the nature of the illness to their manager, they may elect to have the application for Sick Leave dealt with confidentially by an alternate manager or human resources.
- i. The reference to evidence of illness will apply, as appropriate:
 - i. up to one week may be provided by a doctor, dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxilla-facial surgeon or, at the Chief Executive Officer's or delegate's discretion, another registered health services provider, or
 - ii. where the absence exceeds one week, and unless the health provider listed in subclause i above, 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
 - iii. at the Chief Executive Officer's or delegate's discretion, other forms of evidence that

satisfy that an employee has a genuine illness.

- j. If an employee who is absent on Recreation Leave or Extended Leave, provides the Chief Executive Officer or delegate satisfactory evidence of an illness which occurred during the leave, the Chief Executive Officer or delegate may, subject to the provisions of this clause, grant Sick Leave as follows:
 - i. in respect of Recreation Leave, the period set out in the evidence of illness;
 - ii. in respect of Extended Leave, the period set out in the evidence of illness if such period is 5 working days or more.
- k. Subclause j above applies to all employees other than those on leave prior to resignation or termination of services unless the resignation or termination of services amounts to a retirement.

15.20 Sick Leave to Care for a Family Member

- a. Where Family and Community Service Leave is exhausted or unavailable, an employee with carer's responsibilities set out in subclause e below, may use available paid Sick Leave to provide care and support for an ill family member.
- b. Sick Leave will initially be taken from the Sick Leave accumulated over the previous 3 years. In special circumstances, the Chief Executive Officer or delegate may grant additional Sick Leave accumulated during the employee's service.
- c. If required by the Chief Executive Officer or delegate to establish the illness of the person concerned, the employee must provide evidence consistent with subclause 15.19h.
- d. The entitlement to use Sick Leave in accordance with this clause is subject to the employee being responsible for the care and support of the person concerned; and the person concerned being:
 - i. a spouse of the employee; or
 - ii. a de facto spouse who lives with the employee although not legally married to that employee; or
 - iii. a child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or de facto spouse of the employee; or
 - iv. a relative who is a member of the employee's household.
- e. For the purposes of clarity:
 - "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - "affinity" means a relationship that one spouse or partner has to the relatives of the other;
 - "household" means a family group living in the same domestic dwelling.

15.21 Sick Leave – Workers Compensation

- a. State Super will provide employees with information on their rights under the *Workers Compensation Act 1987* (NSW) and will provide assistance and advice, as necessary, in the lodging of any claim.
- b. An employee unable to attend duty or to continue on duty in circumstances which may

give the employee a right to claim compensation under the *Workers Compensation Act 1987* (NSW) is required to lodge a claim for such compensation.

- c. Where, due to the illness or injury, the employee is unable to lodge such a claim in person, State Super shall assist the employee or the representative of the employee, as required, to lodge a claim for any such compensation.
- d. The Chief Executive Officer or delegate will ensure that, once it is received by State Super, an employee's workers compensation claim is lodged with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987* (NSW).
- e. Pending determination of that claim and on production of an acceptable medical certificate, the Chief Executive Officer or delegate will grant Sick Leave on full pay for which the employee is eligible followed, if necessary, by Sick Leave Without Pay or, at the employee's election by accrued Recreation Leave or Extended Leave.
- f. If liability for the workers compensation claim is accepted, then an equivalent period of Sick Leave, Recreation Leave or Extended Leave taken by the employee pending acceptance of the claim shall be restored to the credit of the employee.
- g. If an employee notifies State Super that he or she does not intend to make a claim for such compensation, the Chief Executive Officer or delegate will consider the reasons for the employee's decision and determine whether it is appropriate to grant Sick Leave in respect of any such absence.
- h. An employee may be required to submit to a medical examination under the *Workers Compensation Act 1987* (NSW) in relation to a claim for compensation. If an employee refuses to submit to a medical examination without an acceptable reason, the employee will not be granted available Sick Leave on full pay until the examination has occurred and a medical certificate is issued indicating that the employee is not fit to resume employment.
- i. If the Chief Executive Officer provides the employee with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* (NSW) and the *Workplace Injury Management and Workers Compensation Act 1998* (NSW) and, without good reason, the employee fails to resume or perform such duties, the employee will be ineligible for any payment in accordance with this clause from the date of the refusal or failure. Nothing in this clause prevents an employee from appealing a decision or taking action under other legislation made in respect of:
 - i. the employee's claim for workers compensation; or
 - ii. the conduct of a medical examination by a Government or other Medical Officer; or
 - iii. a medical certificate issued by the examining Government or other Medical Officer; or
 - iv. action taken by the Chief Executive Officer or delegate either under the *Workers Compensation Act 1987* (NSW) or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

15.22 Sick Leave – Claims Other Than Workers Compensation

- a. If the circumstances of any injury to or illness of an employee give rise to a claim for damages or to compensation, other than compensation under the *Workers*

Compensation Act 1987 (NSW), Sick Leave on full pay may, subject to and in accordance with this clause, be granted by the Chief Executive Officer or delegate to the employee on completion of an acceptable undertaking that:

- i. any such claim, if made, will include a claim for the value of any period of paid Sick Leave granted by the Chief Executive Officer or delegate; and
 - ii. in the event that the employee receives or recovers damages or compensation pursuant to that claim for loss of salary during any such period of Sick Leave, the employee will repay to State Super the monetary value of any such period of Sick Leave.
- b. Sick Leave on full pay will not be granted to an employee who refuses or fails to complete an undertaking, except in cases where the Chief Executive Officer or delegate is satisfied that the refusal or failure is unavoidable.
 - c. On repayment to State Super of the monetary value of Sick Leave granted to the employee, Sick Leave equivalent to that repayment and calculated at the employee's ordinary rate of pay, shall be restored to the credit of the employee.

15.23 Leave for Matters Arising from Domestic Violence

- a. An employee is entitled to 20 days of paid Domestic Violence Leave in each calendar year. This leave is not cumulative.
- b. Paid Domestic Violence Leave is not pro-rated for part-time employees.
- c. Employees can take paid Domestic Violence Leave in part-days, single days, or consecutive days. There is not a minimum number of hours that an employee must take in a day.
- d. Employees experiencing Domestic Violence may take Domestic Violence Leave including for the following purposes:
 - i. seeking safe accommodation or establishing safety;
 - ii. attending medical, legal, police or counselling appointments relating to their experience of Domestic Violence;
 - iii. attending court and other legal proceedings relating to their experience of Domestic Violence;
 - iv. organising alternative care or education arrangements for their children or person(s) in their care;
 - v. other activities that will help them to establish safety and recover from their experience of Domestic Violence; or
 - vi. any other purpose associated with the impact of experiencing Domestic Violence which is impractical to do outside of their normal hours of work.
- e. Domestic Violence Leave does not need to be approved before it can be accessed. However, employees should advise their manager of their need to take Domestic Violence Leave.
- f. The Domestic Violence Leave entitlement can be accessed without the need to exhaust other available leave entitlements first.
- g. State Super should only require evidence of the occurrence of Domestic Violence in relation to an employee in exceptional circumstances and managers should use their discretion when assessing whether evidence is needed, and if so, what type of evidence.
- h. Evidence of the occurrence of Domestic Violence may include:
 - i. a document issued by the Police, a court, a Domestic Violence support service or a member of the legal profession;
 - ii. a provisional, interim or final Apprehended Violence Order (AVO), Apprehended

- Domestic Violence Order (ADVO), certificate of conviction or family law injunction;
 - iii. a medical certificate;
 - iv. a statutory declaration by the employee experiencing Domestic Violence; or
 - v. any other evidence that would satisfy a reasonable person that Domestic and Violence has occurred.
- i. Evidence provided by an employee should be sighted by State Super but then must be returned to the employee. The evidence must not be retained by State Super or stored on the employee's personnel file.
 - j. The intent of paid Domestic Violence Leave is to provide employees with the same remuneration as they would have received, inclusive of penalties that would have applied, if they did not take the leave.
 - i. Full-time and part-time employees are entitled to be paid at their full rate of pay for the hours they would have worked had they not taken the leave.
 - k. State Super must keep personal information about Domestic Violence (including information about support provided by the Employer) confidential. This includes not recording instances of or information about Domestic Violence Leave on payslips or the employee's personnel file.
 - l. Any information regarding an employee's experience of Domestic Violence, including any Domestic Violence Leave or support provided (under this clause or otherwise), can only be accessed by senior HR personnel or, with the employee's consent, a relevant senior manager.
 - m. State Super must not take adverse action against an employee because they:
 - i. have experienced, or are experiencing, Domestic Violence; or
 - ii. use the paid Domestic Violence Leave provisions.
 - n. State Super will provide support to an employee experiencing Domestic Violence, including but not limited to the provision of flexible working arrangements, including changing working times, work locations, telephone numbers and email addresses.

15.24 Leave for Employees Providing Support to People Experiencing Domestic Violence

- a. Employees providing care and support to a member of their family or household experiencing Domestic Violence may, if the criteria is met, access existing leave entitlements including:
 - i. Family and Community Service Leave (clause 15.4); or
 - ii. Sick Leave to Care for a Family Member (clause 15.20).
- b. The relative, family or household member that the employee is providing care and support to must meet the definition of these terms, as referred to in clause 15.20 Sick Leave to Care for a Family Member.
- c. If State Super needs to establish the reasons for an employee accessing existing leave entitlements under these provisions, the employee may be required to provide evidence consistent with clause 15.19 Sick Leave – Requirements for Evidence of Illness or any other form of evidence that is considered acceptable by State Super, such as a statutory declaration.
- d. Evidence provided by an employee should be sighted by State Super but must then be returned to the employee. The evidence must not be retained by State Super or stored on the employee's personnel file.

15.25 Special Leave

a. Jury Service

- i. An employee served with a jury summons is required to notify State Super of the details as soon as possible.
- ii. An employee who attends court in answer to a jury summons will provide their manager with a certificate of attendance issued by the Sheriff or by the Registrar of the court.
- iii. The Chief Executive Officer or delegate will grant, in respect of jury duty for which the employee has been paid out-of-pocket expenses only, Special Leave on full pay. In any other case, the Chief Executive Officer or delegate will grant, at the sole election of the employee, available Recreation Leave on full pay, or Leave Without Pay.

b. Witness at Court – in an Official Capacity

- i. An employee subpoenaed or called as a witness in an official capacity is regarded as being on duty.
- ii. Expenses properly incurred in line with this duty will be paid by State Super.

c. Witness at Court - Crown Witness

- i. An employee subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or any State or Territory of the Commonwealth) will:
 - be granted Special Leave on full pay for the entire period as such a witness; and
 - pay the Treasury of the State of New South Wales all money paid to the employee in respect of any such subpoena or call, less expenses properly incurred in answer to that subpoena or call.

d. Association Witness

- i. An employee called by the Public Service Association ("the Association") to give evidence before an Industrial Tribunal or in another jurisdiction will be granted Special Leave for the period.

e. Called as Witness - in a Private Capacity

- i. An employee subpoenaed or called as a witness in a private capacity will be granted at the employee's election, available Recreation Leave on full pay or Leave Without Pay for the whole of the period as such a witness.

f. Special Leave - for Examinations

- i. Special Leave on full pay up to a maximum of 5 days in any one year will be granted to attend examinations for courses approved by the Chief Executive Officer or delegate.
- ii. Special Leave granted to attend examinations will include any necessary travel to or from the examination.
- iii. 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 will be granted for any examination.

g. Special Leave – for Union Activities

- i. Special Leave on full pay may be granted by the Chief Executive Officer to employees who are accredited Association delegates to undertake Association activities required as part their role.

h. Special Leave - for NAIDOC

- i. An employee who identifies as an Indigenous Australian will be granted up to one day Special Leave per year to participate in the National Aborigines and Islander Day of Commemoration Celebrations, as negotiated between the employee and their manager.

i. Special Leave - for Other Purposes

- i. Paid Special Leave may be granted by the Chief Executive Officer for such other purposes, subject to the conditions specified in the Public Service Industrial Relations Guide at the time the leave is taken.

16 TRAINING AND PROFESSIONAL DEVELOPMENT

- a. State Super is committed to ensuring employees continue to develop in their roles and maintain their professional standards and will provide support for relevant courses, conferences and seminars.
- b. State Super will reimburse reasonable expenses incurred by an employee for travel, meals and accommodation associated with approved training and development provided that these expenses have not been paid as part of the course fee.
- c. Where training activities are considered to be principally of benefit to the employee and of indirect benefit to State Super, Special Leave of up to 10 days per year shall be granted to an employee. If additional leave is required, the Chief Executive Officer or delegate may grant such leave as Annual Leave or as Leave Without Pay, once he/she is satisfied that the operational requirements of the organisation will continue to be met.

16.1 Study Leave

- a. Study Leave is Leave Without Pay granted for study for which financial assistance may be approved by the Chief Executive Officer if the subject is considered to be of value to State Super and/or the public service.

16.2 Study Time

- a. Study Time is time off from duty on full pay granted to an employee studying in a part-time course which is of relevance to State Super and/or the public service. Study Time may be granted at the discretion of the Chief Executive Officer or delegate subject to:
 - i. the time being taken is at the convenience of State Super;
 - ii. paid Study Time not exceeding 4 hours per week, will accrue at half an hour for each hour of class attendance;
 - iii. Study Time will not be granted for repeated subjects.

17 CONSULTATION

- a. State Super is committed to consulting with employees on major changes to the organisation, its structure or technology, recognising the impact such change may have on employees.
- b. Employees whose roles are impacted by major workplace change will be managed in accordance with the relevant NSW Government policy on managing excess employees.

18 UNION ACCESS AND MEMBERSHIP

- a. Employees are free to consult with their union, seek representation and share relevant information on company notice boards or at meetings.
- b. An employee's right to union representation and union access to the workplace, will be managed in accordance with the *Industrial Relations Act 1996* (NSW) and the *Work Health and Safety Act 2011* (NSW).
- c. State Super will deduct union membership fees from an employee's pay with their authorisation and in accordance with the union's rules.
- d. State Super will forward union membership fees regularly providing sufficient information to enable the union to reconcile and credit subscriptions to employee's union membership accounts.

19 DISPUTE PREVENTION AND RESOLUTION

- a. The parties to this Agreement will ensure that employees have access to fair and effective grievance, conflict and dispute resolution processes. Issues that cannot be resolved informally and promptly at the local level will be addressed via the following process:
 - i. where appropriate, the employee will first seek to discuss the matter with their manager and can be represented by a person of their choice or a representative of the Association;
 - ii. if the issue remains unresolved, or is of a confidential nature, the employee can discuss the issue with a State Super HR representative or the Chief Executive Officer;
 - iii. if the issue remains unresolved, it will be referred to a mutually agreed independent third party for mediation;
 - iv. if internal processes have been exhausted and the issue remains unresolved, either party can refer the matter to the NSW Industrial Relations Commission for resolution.

20 ANTI-DISCRIMINATION

- a. The parties agree to prevent and eliminate any form of discrimination in the workplace as detailed in sub-section 3(f) of the *Industrial Relations Act 1996* (NSW). This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and carer responsibilities.
- b. In fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement, the parties agree to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects.

The parties will seek to vary any provision which, by its terms or operation, has a direct or indirect discriminatory effect.

- c. Under the *Anti-Discrimination Act 1977 (NSW)*, it is unlawful to victimise an employee because they have or may make or has been involved in a complaint of unlawful discrimination or harassment.
- d. Nothing in this clause is to be taken to affect:
 - i. any conduct or act which is specifically exempted from anti-discrimination legislation;
 - ii. any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977 (NSW)*;
 - iii. any party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- e. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- f. Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

APPENDIX A REMUNERATION & ALLOWANCES

Table 1

Total Remuneration Packages

State Super Employment Classification	Remuneration Range (1 July 2023) 4.5% increase	Remuneration Range 1 July 2024 (3.5% increase)	Remuneration Range 1 July 2024 (4% increase inclusive of 3.5% increase)	Remuneration Range 1 July 2025 (3.5% increase)	Remuneration Range 1 July 2026 (3.0% increase)
Administration	\$75,259 – \$106,617	\$91,148 - \$110,349	\$91,589 - \$110,882	\$94,795 - \$114,763	\$97,638 - \$118,205
Analyst/Advisor	\$106,618 - \$135,425	\$110,350 - \$140,165	\$110,883 - \$140,842	\$114,764 - \$145,771	\$118,207 - \$150,145
Senior Analyst/Advisor	\$135,427 - \$149,845	\$140,167 - \$155,090	\$140,844 - \$155,839	\$145,774 - \$161,293	\$150,147 - \$166,132
Senior Specialist/Manager	\$149,848 - \$175,550	\$155,093 - \$181,694	\$155,842 - \$182,572	\$161,296 - \$188,962	\$166,135 - \$194,631
Senior Manager	\$175,551 - \$206,181	\$181,695 - \$213,397	\$182,573 - \$214,429	\$188,963 - \$221,933	\$194,632 - \$228,591

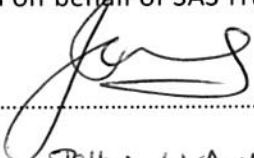
First Aid Allowance

Table 2

First Aid Qualification	Allowances per annum				
	1 July 2023	1 July 2024 3%	1 July 2024 3.5% (inclusive of 3% increase)	1 July 2025 3%	1 July 2026 3%
Basic qualifications	\$1,018	\$1,049	\$1,054	\$1,085	\$1,118
Occupational first aid certificate	\$1,529	\$1,575	\$1,583	\$1,630	\$1,679

PART C-SIGNATORIES TO THE AGREEMENT

Signed on behalf of SAS Trustee Corporation Staff Agency (State Super)


.....

NAME John Livadas

TITLE CEO


Date: 28 October 2024.

.....

Signature of Witness 

Date: 28 October 2024.

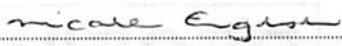
Signed on behalf of Non-executive Employees of the SAS Trustee Corporation Staff Agency


.....

NAME Jessica Riordan

TITLE Executive Assistant

Date: 29/10/24


.....
Signature of Witness Nicole English

Date: 29.10.2024

OFFICE OF THE INDUSTRIAL
REGISTRAR