

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA09/33

**TITLE:** NSW Teachers Federation Staff Enterprise Agreement

**I.R.C. NO:** IRC9/1374

**DATE APPROVED/COMMENCEMENT:** 7 September 2009 / 1 January 2009

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VARIATION:** Replaces EA06/90.

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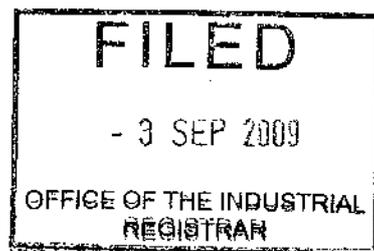
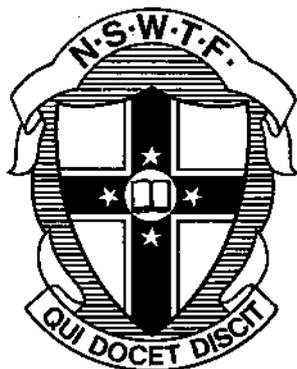
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**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all clerical employees employed by the New South Wales Teachers Federation located at 23-33 Mary Street, Surry Hills NSW 2000, who fall within the coverage of the Clerical and Administrative Employees (State) Award.

**PARTIES:** New South Wales Teachers Federation -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

9/1374



**NSW TEACHERS FEDERATION**

**STAFF ENTERPRISE AGREEMENT**

**1 January 2009**

**to**

**30 April 2011**

# NSW Teachers Federation Staff Enterprise Agreement

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**NSW Teachers Federation Staff Enterprise Agreement  
Attached Schedules**

Schedule One: Schedule of Salaries pursuant to clause 5.1

Schedule Two: Schedule of Salaries pursuant to clauses 5.2 to 5.5

The parties agree that the following policies and procedures are part of this Agreement, and that any changes to these policies will be subject to procedures in this Agreement:

1. NSWTF Training Policy
2. Acceptable Use Policy for Information Technology Systems
3. Dignity & Respect in the Workplace Policy

## **INTRODUCTION**

Agreement made between the New South Wales Teachers Federation ("the Federation") and members of the United Services Union ("USU") employed by the Federation ("the staff").

This Agreement shall be binding upon the Federation and members of staff specified herein.

The terms and conditions of this Agreement shall apply to all staff employed in positions covered by this Agreement.

### **1. NATURE OF EMPLOYMENT AND HOURS OF WORK**

#### Full Time Employees

- 1.1 Permanent full time employee means an employee who is employed to work 35 hours per week on ordinary pay. All permanent employees are employed with a probationary period of three months. This probationary period is subject to the conditions outlined in the Probationary Procedures Clause 14. Confirmation of permanency will be provided in writing by the employer at the satisfactory completion of the probationary period.
- 1.2 The ordinary hours of work for full time employees, exclusive of meal hours, shall not exceed 35 hours per week and shall be worked between the hours of 9.00am and 5.00pm, Monday to Friday. Variation of these hours (9.00am and 5.00pm) commencing either from 8.00am, 8.30am or 9.30am and concluding at 4.00pm, 4.30pm or 5.30pm respectively, may be permitted subject to the concurrence of the General Secretary.
- 1.3 A change of employment from permanent full time to permanent part time (including job share), or vice versa, does not break continuity of service. All accrued benefits are transferable.

#### Part Time Employees

- 1.4 A permanent part time employee means an employee who is employed to work regular days and regular hours, the total of which is either:
  - a) less than 35 hours per week; or
  - b) a maximum of seven hours per day for less than five days per week.
- 1.5 A permanent part time employee shall not work less than 20 hours in any one week or less than four hours on any day.
- 1.6 The minimum weekly hours requirement shall not apply to existing employees working less than 20 hours per week or 4 hours per day.
- 1.7 Consideration will be given to the creation of permanent part time positions of less than 20 hours per week, provided that such positions are in addition to, and supplement existing full time positions.
- 1.8 For those employees working less than a seven hour day, commencement shall be between the hours of 8.00am and 9.30am.
- 1.9 For those employees working a seven hour day, these hours shall be between the hours of 9.00am and 5.00pm, Monday to Friday.

- 1.10 Variation of these hours (9.00am and 5.00pm) commencing either from 8.00am, 8.30am or 9.30am and concluding at 4.00pm, 4.30pm or 5.30pm respectively, may be permitted subject to the concurrence of the General Secretary.
- 1.11 An employee shall not be compelled to work for more than five hours without a break for a meal of at least 30 minutes.

#### Casual Employees

- 1.12 Casual employees are not permanently appointed and do not hold substantive positions.
- 1.13 Casual employees may be engaged to fill a vacancy for less than a full working day. In these instances they will be paid for a minimum four hour period.

#### Job Share Employees

- 1.14 Job share employees are permanent employees. The hours of work to be shared by job share employees are set out in Clause 1.2.
- 1.15 Clause 1.2 applies to job share employees. The days to be worked may be split in a variety of ways including alternate weeks, alternate days, two days / three days. Days will be mutually agreed by the job share employees and approved by the General Secretary. Once days have been agreed they will not be changed except with the mutual agreement of the job share employees and the approval of the General Secretary.
- 1.16 Agreed hours for job share employees shall be the ordinary hours of work for those employees.
- 1.17 It is not intended that job share employees work at the same time for example to cover peak periods. However, for short term absences, or other forms of leave, the remaining job share partner may be approached to relieve but cannot be required to relieve. Any work so performed shall be paid at the ordinary rate of pay for the period relieved.

## **2. NINE DAY FORTNIGHT ("9 day")**

- 2.1 The nine day fortnight is:
- i) available to all permanent full time employees;
  - ii) available to all permanent job share and part time employees on a pro-rata basis;
  - iii) not available to new employees (refer to clause 2.12). New employee means a permanent employee who was employed after 1 January 2009.
- 2.2 The day not worked in a nine day fortnight is the rostered day off ("RDO").
- 2.3 Those electing to work a nine day fortnight shall work 7 hours 37 minutes per day with a lunch period of 53 minutes per day (the lunch period to be taken between 12.00pm and 1.00pm, 1.00pm and 2.00pm or, if applicable, 12.30pm to 1.30pm).
- 2.3.1 Job share employees electing to work nine day fortnight hours shall be entitled to a half day RDO (i.e. half an RDO if they work 7 hours 37 minutes per day with a lunch period of 53 minutes per day (the lunch

period to be taken between 12.00pm and 1.00pm, 1.00pm and 2.00pm or, if applicable, 12.30pm to 1.30pm).

- 2.4 The hours worked shall commence either at 8.00am, 8.30am or 9.00am and conclude at either 4.30pm, 5.00pm or 5.30pm respectively.
- 2.5 The following is the calculation of 9 day entitlements for permanent employees who are permanent part time, on part time leave without pay and part time maternity leave:

**4 days per fortnight:**

An employee who works 4 days (0.4) per fortnight (to include pro-rata of 3 hours per month):

Works an extra 37 minutes per day for 3 days = 2hrs 15 mins  
Add 0.4 x 1.5 hours (90 mins) = 36 mins  
Total = 2hrs 51 mins

Therefore the employee can take 2 hours and 51 minutes off on the fourth day as their RDO.

**5 days per fortnight:**

An employee who works 5 days (0.5) per fortnight (to include pro-rata of 3 hours per month):

Works an extra 37 minutes per day for 4 days = 2hrs 46 mins  
Add 0.5 x 1.5 hours (90 mins) = 45 mins  
Total = 3hrs 31 mins

Therefore the employee can take 3 hours and 31 minutes off on the fifth day as their RDO.

**6 days per fortnight:**

An employee who works 6 days (0.6) per fortnight (to include pro-rata of 3 hours per month):

Works an extra 37 minutes per day for 5 days = 3hrs 08 mins  
Add 0.6 x 1.5 hours (90 mins) = 54 mins  
Total = 4hrs 02 mins

Therefore the employee can take 4 hours and 2 minutes off on the sixth day as their RDO.

**8 days per fortnight:**

An employee who works 8 days (0.8) per fortnight (to include pro-rata of 3 hours per month):

Works an extra 37 minutes per day for 7 days = 4hrs 30 mins  
Add 0.8 x 1.5 hours (90 mins) = 1hr 12 mins  
Total = 5hrs 42 mins

Therefore the employee can take 5 hours and 42 minutes off on the eighth day as their RDO.

- 2.6 Allocations of RDOs shall be on a four weekly cycle and shall be allocated on the basis of one day mid week and the other day abutting a weekend, subject to change with the consent of the appropriate Section Coordinator, Assistant General Secretary ("AGS") or the Employee Relations Manager, plus relevant staff or in emergency circumstances subject to the consent of the employee concerned.

- 2.7 An employee who takes one day or more of annual leave during a nine day fortnight shall not be entitled to a rostered day off in that fortnight.
- 2.8 Employees taking leave of one, three or five weeks' duration will not be entitled to work the nine day fortnight of either the week prior to or the week following the period of leave.
- 2.9 Sick and FACS leave shall be calculated on the basis of 7 hours 37 minutes per day. An employee taking any of these types of leave during a nine day fortnight is still entitled to the RDO.
- 2.10 Should an employee take sick leave, or any combination of the leave described in the foregoing clause, for a period of 9 days within that two weekly block then that leave will be calculated on the basis of normal hours i.e. seven hours per day, and the employee will not be entitled to a RDO.
- 2.11 Those permanent full time, part time and job share employees electing not to work a nine day fortnight are entitled to three hours leave per month irrespective.

### Relief

- 2.12 Generally, no relief will be provided for all employees on their RDO. Whilst it is understood that the employee's absence will be covered by other employees in the section, casual relief may be approved at the discretion of the Section Coordinator, AGS, ERM or General Secretary.

### 2.13 **Time in Lieu of a Nine Day Fortnight**

#### Permanent Part Time Employees

A permanent part time employee shall be entitled to take time in lieu of a "9 day fortnight".

This time is calculated on the basis of one and a half hours per fortnight for a full time employee, pro rata according to the hours worked. This time may be taken on any rostered day in each fortnightly period. It can be accumulated over a four weekly period or two fortnightly periods.

#### Example:

For an employee who works two days per week:

2 days = 0.4 of 1 ½ hours = 36 minutes per fortnight (72 minutes per four weekly period)

For an employee who works 3 days per week:

3 days = 0.6 of 1 ½ hours = 54 minutes per fortnight (108 minutes per four weekly period)

- 2.14 New employees will be entitled to eight (8) upfront flexible working days per year, not accumulative. New employees may choose to take these days in half or full day increments. They can be taken individually or in a block.

### **3. MEAL BREAK**

All employees working more than five hours in a day are entitled to a meal break. Employees working full time shall take a lunch break of not less than 30 minutes and no more than one hour between the hours of 12.00pm and 2.00pm. This can be varied by arrangement between the parties.

### **4. MORNING AND AFTERNOON TEA BREAKS**

- 4.1 Employees employed for more than six hours shall be allowed two periods of 10 minutes each day, morning and afternoon, for the purpose of taking a morning and afternoon tea break.
- 4.2 Employees employed for less than six hours shall be allowed one period of 10 minutes either in the morning or afternoon as appropriate, for the purpose of taking a morning and afternoon tea break.
- 4.3 There will be at least one employee on duty in every section during the period of the tea break. This is to ensure that any enquiry or request for assistance directed to the section during a tea break receives a comprehensive response.
- 4.4 Facilities and ingredients (tea, coffee, milk and sugar) shall be provided for employees by the Federation for morning tea, lunch and afternoon tea.

### **5. PAYMENT OF SALARIES**

- 5.1 Permanent employees (including permanent part time and permanent job share employees) employed by the Federation as at 31 December 2008 shall receive salary increases effective from 1 January 2009, in accordance with Schedule One. Salary increases are a minimum of 6% and a maximum of 17% as applicable following a job restructuring agreed between the parties. These salary increases shall apply to existing permanent employees':
  - 5.1.1 current position;
  - 5.1.2 any new permanent position to which they are appointed during the term of this Agreement.
- 5.2 Schedule Two shall apply to:
  - 5.2.1 persons who are employed permanently by the Federation for the first time on or after 1 January 2009;
  - 5.2.2 casual employees who are appointed to a permanent position on or after 1 January 2009.
- 5.3 Casual employees who have been employed by the Federation at any time during 2008 until the registration of this Agreement, from one month after this Agreement is registered shall have their salary calculated with reference to the appropriate salary in Schedule Two, with a casual loading of 40%.
- 5.4 Casual employees who are employed for the first time after the registration of this Agreement shall have their salary calculated with reference to the appropriate salary in Schedule Two, with a casual loading of 30%.

- 5.5 Casual employees are paid on an hourly basis by calculating the hourly rate of the appropriate grade. The annual salary is divided by 52 to represent weeks of one year, then divided by 35 (the hours worked on an ordinary week).
- 5.6 Salaries shall be paid by Electronic Funds Transfer (EFT) to an account nominated by each employee during the working hours by no later than Wednesday of each alternate week and shall be made up to and including the Thursday of the current week in which payment is made.
- 5.7 Overtime shall be paid within 14 days after the end of the week in which overtime is worked.
- 5.8 Salary Overpayment
- 5.8.1 "Salary overpayment" means a salary in excess of the employee's entitlement, which for whatever reason, has occurred in circumstances that may not be apparent or could not have reasonably been expected to have been detected by the employee.
- 5.8.2 Where a salary payment in excess of an employee's entitlement has occurred, the employee will be informed in writing by the General Secretary or Employee Relations Manager of the details of the overpayment.
- 5.8.3 Where possible, taxation which can be ascribed to the overpayment will be recovered in order to reduce the employee's liability to the Federation.
- 5.8.4 In addition to full details regarding the overpayment, in order to recover the overpayment, employees will be given the following options:
- a) Repayment in a lump sum, either by deduction from salary or by direct payment; or
  - b) Repayment over a period by fortnightly deductions from salary, such deduction to be at least three per cent (3%) of the normal gross fortnightly salary; or
  - c) Repayment over a period by regular direct payments, such payments to be at least three per cent (3%) of gross fortnightly salary.
- 5.8.5 A deduction of less than three per cent (3%) of gross fortnightly salary will be accepted only in cases of extreme hardship. The General Secretary will be the sole decision maker in relation to whether an employee has demonstrated extreme hardship.

## **6. MEAL ALLOWANCE**

- 6.1 A meal allowance, as provided for Officers and members of Executive and determined each year by the Federation's Council, in addition to overtime pay, shall be paid to full time employees who work authorised overtime:
- one hour after their normal finishing time Monday to Friday (tea money);
  - after 12.00pm Saturday and Sunday (lunch money);
  - one hour after their normal finishing time Saturday and Sunday (tea money).
- 6.2 A meal allowance, as provided for Officers and members of Executive and determined each year by the Federation's Council, in addition to overtime pay, shall be paid to part time employees who work authorised overtime:

- one hour after their normal finishing time, if the hours worked exceed seven hours, Monday to Friday (tea money);
  - after 12.00pm Saturday and Sunday (lunch money);
  - one hour after their normal finishing time Saturday and Sunday (tea money).
- 6.3 An additional meal allowance shall be paid to permanent full time employees who work beyond a total of five hours after their normal finishing time.
- 6.4 An additional meal allowance shall be paid to permanent part time employees who work beyond a total of five hours after their normal finishing time if the total hours worked exceed seven hours.
- 6.5 Employees shall not work beyond one and a half hours of their normal finishing time without stopping for an unpaid meal break of at least 30 minutes. Employees shall receive tea money allowance for this meal break.

## **7. OVERTIME**

- 7.1 In usual circumstances overtime must be authorised by the General Secretary, AGS, Section Coordinator of the section or Employee Relations Manager. If special circumstances exist, overtime may be authorised by the General Secretary, AGS, Section Coordinator of the section or Employee Relations Manager within 48 hours after the overtime has been worked.
- 7.2 A payment shall be made at the rate of time and a half for the first two hours of all authorised overtime worked before the employee's normal starting time or after their normal finishing time, Monday to Friday, as prescribed in Clause 1 (Hours).
- 7.3 Payment shall be made at the rate of double time for all authorised overtime worked:
- after the first two hours, Monday to Friday;
  - for all time worked on a Saturday; and
  - for all time worked on a Sunday.
- 7.4 If an employee is required to work on a day which falls within the Christmas/shut down period, the first two hours will be paid at time and a half and double time thereafter. Any annual leave that was recorded for this day(s) will be recredited.
- 7.5 Payment shall be made at double time for all authorised time worked on a public holiday as prescribed by Clause 15 (Public Holidays) except Christmas Day and Good Friday. In addition to the double time for that day, a day in lieu will also be provided.
- 7.6 Payment shall be made at the rate of triple time with a day in lieu for all authorised time worked on Christmas Day and Good Friday.

### Job Share

- 7.7 Any authorised overtime worked in excess of seven hours per day will be regarded as overtime and paid at overtime rates. If two job share employees work in excess of ten days per fortnight this time will be regarded as overtime.

## **8. TRANSPORT, TRAVEL ARRANGEMENTS AND EXPENSES**

- 8.1 Employees completing authorised overtime:
  - 8.1.1 at 8.00pm or later shall be provided with a Federation Cabcharge or reimbursed the taxi fare to their home or reimbursed for parking and mileage, whichever is the lesser;
  - 8.1.2 at 7.00pm or later who normally take the train will be provided with a Federation Cabcharge or reimbursed the taxi fare from the railway station closest to their home.
- 8.2 Where employees are requested to work away from the Federation Office (or Regional Office) satisfactory travel arrangements will be made by the Federation to transport employees to and from the venue.
- 8.3 Where an employee in the course of their duty is required to go to any place away from their usual place of employment he/she shall be paid all reasonable expenses actually incurred upon production of receipts.
- 8.4 When an employee in the course of their duty is required other than in ordinary working hours to go to any place away from their usual place of employment he/she shall be paid all reasonable expenses actually incurred and in addition shall be paid at the ordinary rates for half of any time occupied in travelling outside ordinary working hours which is in excess of the time normally occupied by him/her in travelling to and from their usual place of employment.
- 8.5 Application for any variation of this arrangement should be made to the General Secretary.

## **9. JOB SHARE**

- 9.1 Where there is an expression of interest by permanent employees to enter into a job sharing arrangement, or a management proposal for job sharing, the following issues need to be considered.
  - 9.1.1 Whether the full time position can be divided into a job share arrangement. The position should be divided in a manner which enables both job share employees to perform the full range and mix of skills, duties and responsibilities. Any arrangement which leads to de-skilling of one job share employee will not be accepted.
  - 9.1.2 Job share employees will be expected to contribute pro rata to the fulfilling of responsibilities attached to the position occupied. Each job share employee's work responsibilities should be clearly established. Where, due to the requirements of the work, there is administrative overlap or the need to share information, guidelines are to be established to ensure the flow of work and information of both job share partners.

### Process

- 9.2 The job share arrangement should be determined through consultation between the appropriate AGS; Section Coordinator, ERM and the Staff Representatives.
- 9.3 Job share partners should have a clear understanding of the guidelines which are agreed including provisions relating to changes in job share arrangements and the duration of arrangements. An agreed review process will be determined and take

place no later than six months following the commencement of the arrangement. Notwithstanding this review, any of the parties may raise issues of concern relating to the arrangement at any time.

- 9.4 All job share arrangements shall be voluntary and no employee will suffer any disadvantage as a result of refusing to enter into a job share arrangement.

## 10. PERFORMANCE OF HIGHER DUTIES

Where a permanent employee, at the request of the General Secretary, AGS or Section Coordinator, performs higher duties when relieving for another employee for one day or more, they shall be paid the higher relevant rate of pay for such day or days.

Where a new employee, at the request of the General Secretary, AGS or Section Coordinator, performs higher duties when relieving for another employee for one day or more, they shall be paid the new employee higher relevant rate of pay for such day or days.

## 11. VACANT POSITIONS

11.1 Where:

- i) a vacancy in a position classified in accordance with Schedule One hereto is to be filled, or
- ii) a new position is created,

such a position will be filled within two weeks of the vacancy occurring wherever possible.

If a new position is created the Staff Representatives will be consulted on the position regarding grade and duties performed.

11.2 All permanent employees shall be informed when the vacancy occurs and be given the opportunity to apply in writing and be considered for such a position. Applications from permanent employees will be considered where permanent employees feel they are capable of carrying out the duties required even if not fully qualified in accordance with the job specifications.

11.3 There are two exceptions to 11.2 which are:

11.3.1 a job share vacancy, where the other job share partner in the position will be given first option of accepting the position on a full time basis. If that option is not exercised the processes in this clause will be followed;

11.3.2 where a permanent part time position is to be converted to a full time position and the holder of the permanent part time position is the only employee in the position, then that employee will be approached in the first instance and invited to convert to a permanent full time employee.

11.4 If a long term relief position of longer than six weeks becomes available, then permanent employees should be given the opportunity to apply to act in the vacant position in the first instance before relief is sought externally. Appointment to such a relief position is subject to the Federation's priorities and at the absolute discretion of the General Secretary.

## 11.5 Staffing Procedures

- 11.5.1 All vacant permanent employee positions will be filled in accordance with the following priority, after Staff Representatives have been advised of the vacancy:
- i) Advertise internally.
  - ii) Advertise externally (to include advertising to casuals and temporary employees)
- 11.5.2 The selection panel to fill a position will include the AGS/Section Coordinator (and/or both), the ERM and a Staff Representative
- 11.5.3 Applicants who apply for a position and are unsuccessful may appeal to the General Secretary on the basis that the selection process did not follow the guidelines.
- 11.5.4 Applicants who apply for a position and are unsuccessful can request to be given an opportunity to discuss their application with a view to identifying opportunities for career development and progression, along with appropriate training if necessary.

## 12. PROBATIONARY PROCEDURES

- 12.1 An employee appointed to a vacant permanent position serves a three month probationary period before being confirmed in the position.
- 12.2 The probationary period is applicable to the following categories:
- 12.2.1 new employees;
  - 12.2.2 permanent employees being appointed to another permanent position, except permanent employees applying for a position in which that employee has already worked satisfactorily in a relieving or acting basis for three months or more, in which case, the probationary period may be waived.
  - 12.2.3 casual employees being appointed to a permanent position, except casual employees applying for a position in which that employee has already worked satisfactorily for three months or more, in which case, the probationary period may be waived.
- 12.3 The purpose of the probationary period is to allow the employee to be trained in the duties of the position and for the Federation to assess the suitability of the employee in the position. It is not expected that the employee will have acquired all the skills necessary for the position during this probationary period.
- 12.4 In relation to point 12.2.2, the current permanent employee's substantive position will not be filled until the permanent employee is confirmed in the new position.
- 12.5 The probationary procedures will endeavour to:
- 12.5.1 Determine whether the employee satisfies the criteria for the position and can perform the skills required of the position, before the position is offered permanently.

- 12.5.2 Provide the employer with an opportunity to review the employee's work performance and their suitability for the position.
- 12.5.3 Provide the employee with an opportunity to assess the position and/or workplace and either accept or decline the position.
- 12.6 During the probationary period, the Federation will:
- 12.6.1 Provide induction and training, subject to the Federation's Training Policy.
- 12.6.2 Meet with the employee each month to review their performance. These monthly reviews provide an opportunity for both the employee and the employer to address any performance related issue which may arise.
- 12.6.3 In the case where a performance related issue has been identified, all parties will seek an agreed resolution. This issue will be reviewed at the next monthly review.
- 12.7 During the probationary period the employee will:
- 12.7.1 Participate in the monthly reviews.
- 12.7.2 Have the right of written reply to any performance related issues raised.
- 12.7.3 Have a Staff Representative or a support person of the employee's choice present at the monthly reviews.
- 12.7.4 Actively implement any agreed resolutions for which they may be personally responsible.
- 12.8 Monthly Reviews will involve the following people:
- the employee;
  - Employee Relations Manager (ERM);
  - the Section Assistant General Secretary and/or Section Coordinator;
  - a Staff Representative, or a support person of the employee's choice.
- 12.9 The Monthly Reviews will be conducted as follows:
- 12.9.1 The employee will be contacted by the Employee relations manager to meet for a monthly review.
- 12.9.2 The ERM will document the outcome of each monthly review.
- 12.9.3 Any issues causing concern will be identified at these monthly reviews and resolutions will be negotiated and agreed. Agreed resolutions to be signed by all parties.
- 12.9.4 If the issues continue to remain unresolved at the final review, one of the following circumstances will apply:
- a) An extended probationary period of three months will be granted if it is determined that there are areas of concern which can be addressed by additional training;
  - b) The probationary period will be deemed to be unsuccessful and therefore the current employee will resume their substantive position;

- c) The probationary period will be deemed to be unsuccessful and therefore the new employee's employment will be terminated.

12.9.5 If the employee has successfully completed the probationary period, they will be formally notified of their appointment in writing within seven working days of the completion of the probationary period.

### **13. PUBLIC HOLIDAYS**

- 13.1 New Years' Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labor Day, Christmas Day, Boxing Day and any other day gazetted as a public holiday for the State shall be holidays for the purpose of this Agreement.
- 13.2 Permanent part time employees will be entitled to payment for public holidays where the holiday would normally have been a working day for the employee.
- 13.3 Job share employees shall be entitled to payment for public holidays if the public holiday would normally have been a working day for the employee.
- 13.4 Without affecting the casual nature of their employment, the General Secretary may agree to pay a casual employee a payment at their ordinary rate of pay for a public holiday if the casual employee otherwise might reasonably have expected to work on that public holiday.

#### Industry Picnic Day

- 13.5 For permanent employees the Industry Picnic Day will be regarded as a Public Holiday and taken in the current year. This day can be taken at the employee's discretion in consultation with the relevant AGS or Section Coordinator.

#### Easter Thursday

- 13.6 A roster of employees will be provided for the afternoon of the Thursday prior to the Good Friday public holiday. The roster will be drawn up in consultation with the General Secretary. Employees who work that afternoon will be entitled to take a half day of leave in lieu before the end of June in the current year.

### **14. SICK LEAVE**

- 14.1 Clauses 14.2 to 14.5 apply to permanent full time; part time and job share employees employed as at 31 December 2008.
- 14.2 Permanent full time employees shall be entitled to 20 days of sick leave at ordinary pay for their substantive position for each calendar year of service. Sick leave of more than three consecutive days must be substantiated by a medical certificate.
- 14.3 Permanent full time employees with less than one year's service shall be entitled to sick leave set out in clause 14.2 on a pro rata basis.
- 14.4 Permanent part time employees (including job share employees) shall have sick leave entitlement under Clause 14.2 calculated pro rata according to the employees working hours.
- 14.5 Untaken sick leave shall be cumulative up to a maximum of 10 days for each year of service. For the purpose of cumulative sick leave, an employee's service shall be calculated from the date of commencing employment. The accumulation shall be done on 1 January each year.

- 14.6 New employees shall be entitled to 15 days of sick leave at ordinary pay for their substantive position for each calendar year of service. Sick leave of more than three consecutive days must be substantiated by a medical certificate.
- 14.7 New employees with less than one year's service shall be entitled to sick leave on a pro rata basis as set out below:
- |          |            |
|----------|------------|
| 3 months | 3.75 days  |
| 6 months | 7.5 days   |
| 9 months | 11.25 days |
- 14.8 For new employees sick leave that has been accumulated (less any sick leave taken) shall be credited at 1 January each year, with pro rata accumulations as appropriate at the first accumulation date. There shall be no cap on accumulation of sick leave for new employees.
- 14.9 Casual employees are not entitled to sick leave.
- 14.10 The following guidelines may be applied as a matter of discretion in the case of an employee falling ill during his/her first year of service. If insufficient sick leave has been accrued to cover the period of illness, the employee may authorise the employer to deduct any annual leave accrued after he/she has exhausted accumulated sick leave. Any annual leave deducted will be re-credited when the employee has worked a sufficient period of time to accrue the additional sick leave taken in advance. For each day's annual leave re-credited a day's sick leave will be debited.
- 14.11 A permanent employee who is ill for one week or more while on annual leave or on long service leave and who has sufficient sick leave credits shall be entitled to sick leave for such illness, provided that the Federation is notified as soon as practicable after such illness occurs and the employee produces a doctor's certificate.
- 14.12 Should an employee not be covered adequately by the above clauses he/she may make special application to the General Secretary. The General Secretary may grant additional sick leave depending on the nature and length of the illness and the working record of the employee concerned. All such applications would have to be supported by a doctor's certificate and are at the absolute discretion of the General Secretary.
- 14.13 Appointments for normal treatment by a doctor, dentist, chiropractor, osteopath, or physiotherapist should be made outside of working hours where possible. Sick leave will be granted for an absence during working hours where an employee is sick and/or where urgent treatment is required.
- 14.14 Sick leave can be taken for a quarter day, half day or three quarter day (where an employee attends work and leaves because of illness) or full days. Increments are as follows:
- |  |                      |
|--|----------------------|
| For a normal hour week, the Sick Leave increments described above equal: |                      |
| ¼ day sick leave   | = 1 hour 45 minutes  |
| ½ day sick leave   | = 3 hours 30 minutes |
| ¾ day sick leave   | = 5 hours 15 minutes |
| Full day sick leave  | = 7 hours            |

For a nine day fortnight week, the Sick Leave increments described above equal:

¼ day sick leave	=	1 hour 54 minutes
½ day sick leave	=	3 hours 48 minutes
¾ day sick leave	=	5 hours 42 minutes
Full day sick leave	=	7 hours 37 minutes

- 14.15 In cases where an employee's sick leave record is of concern to the General Secretary:
- 14.15.1 the General Secretary may ask the Employee Relations Manager to provide sick leave records;
  - 14.15.2 the General Secretary may require the employee to meet with the Employee Relations Manager and/or the General Secretary to discuss the sick leave records;
  - 14.15.3 the General Secretary may require the employee to provide medical certificates for every absence to establish the fitness for duty of the employee.
- 14.16 If, after the above process, the General Secretary is still concerned with the level of sick leave, an independent medical assessment may be required to establish the fitness for duty of the employee.
- 14.17 A review of sick leave provisions for current staff will be undertaken between the General Secretary, Employee Relations Manager and the Staff Representatives.

## 15. ANNUAL LEAVE

- 15.1 Full time permanent employees shall be granted annual leave of six weeks including up to two weeks for the Christmas / New Year break shutdown.
- 15.2 Permanent part time employees (including job share employees) shall be granted annual leave of six weeks including up to two weeks for the Christmas / New Year break shutdown. The annual leave entitlement shall be paid pro rata by reference to the particular part time employee's ordinary time weekly earnings.
- 15.3 For all permanent employees, the amount of leave must not accumulate beyond 12 weeks.
- 15.4 17.5% loading on four weeks' annual leave will be paid in the last pay period of November of any given year.
- 15.5 For periods of employment less than 12 months, annual leave shall be calculated on a pro rata basis.
- 15.6 Applications for annual leave should be lodged at least two weeks before leave is required. Extenuating circumstances shall be considered.
- 15.7 Annual Leave cannot be taken on half pay.

### Job Share

- 15.8 For annual leave or other authorised absences, the permanent job share employees may elect to take such leave at the same time. In this instance, normal relief arrangements would apply. If leave is taken separately, the remaining job share employee may be approached to elect to relieve but is not required to. This will be paid at the ordinary rate of pay for the period relieved. In some instances relief may not be required for such absences as there may not be a need to have the position operating full time during this period.

## 16. LONG SERVICE LEAVE

- 16.1 Long service leave for permanent employees shall be granted in accordance with the following provisions:
- 16.1.1 After 10 years' permanent service, continuous or broken, 13 calendar weeks leave on full pay.
  - 16.1.2 For each additional year of permanent service, continuous or broken, after 10 years, 15 calendar days leave on full pay.
  - 16.1.3 After seven years' permanent service, continuous or broken, employees will have pro rata access to accrued Long Service Leave entitlements.
- 16.2 An employee who has completed at least five years permanent service and less than 10 years and whose services are terminated or cease for any reason shall be paid a pro rata amount on the basis of three months for 10 years of service.
- 16.3 Applications for long service leave should be made in writing at least four weeks prior to the commencement of the leave. Variation or changes following commencement of leave must be made in writing at least four weeks in advance.
- 16.4 In the case of death of an employee the Federation shall pay to the employee's legal personal representative the monetary value of that employee's entitlement. For the purpose of this clause the legal personal representative shall be an administrator appointed by a Court or where no such administrator is appointed such other person as the General Secretary determines who will best act in the interests of the beneficiaries of the deceased.
- 16.5 Long service leave can be taken on either half, full pay or double pay. A permanent employee will not be debited in respect of the leave on public holidays if they are on half pay.
- 16.6 Periods of Federation casual employment are accredited for the purposes of Long Service Leave after appointment to a permanent position.
- 16.7 Casual employees are entitled to long service leave as provided by the Long Service Leave Act.

The accrual and debiting of Long Service Leave is on a 7-day-week basis.

### **1 week = 7 calendar days**

- a) Long Service Leave is calculated on a seven day week basis, not on a five day week basis.
- b) Except as outlined in (c) below, when Long Service Leave is taken during service, leave commences from the first working day of absence and expires on the day before resumption of duty. For example if an employee takes Long Service Leave up to and including a Friday, the period of Long Service Leave concludes on the Sunday and the Saturday and Sunday are debited as Long Service Leave.
- c) Public holidays occurring during a period of Long Service Leave are excluded from being debited as Long Service Leave.

- d) If Long Service Leave is granted for a short period not immediately preceding a weekend or public holiday, the following conversion scale applies.

Period Taken	Long Service Leave Debited
1 day	1 day
2 days	3 days
3 days	4 days
4 days	6 days

- e) The minimum period of Long Service Leave that may be taken is half a day.

#### 16.8 Double Pay Long Service Leave

16.8.1 A permanent employee with an entitlement to long service leave may elect to take leave at double pay. The additional payment will be made as a taxable allowance payable for the period of the absence from work. The permanent employee's leave balance will be debited for the period of the absence and an equivalent number of days as are necessary to pay the allowance.

16.8.2 The allowance is superable for some superannuation fund members only.

16.8.3 Other leave entitlements will accrue at the single time rate where a permanent employee takes long service leave at double time.

16.8.4 Where a permanent employee elects to take long service leave at double pay, in most cases a minimum period of absence of one week should be taken.

16.8.5 In respect of public holidays that fall during a period of double pay long service leave a permanent employee will not be debited in respect of the leave on a public holiday. The permanent employee's leave balance will however be reduced by an additional day to fund the non superable taxable allowance.

16.9 Clauses 16.1 to 16.8 apply to permanent full time employees employed at 31 December 2008. New employees shall be entitled to ten (10) weeks long service leave. All other entitlements will be in accordance with the Long Service Leave Act (NSW).

## 17. MATERNITY LEAVE

### DEFINITIONS

"Anticipated date of birth" means a date specified by a medical practitioner to be the date on which the medical practitioner expects the employee to give birth.

"Continuous services" includes:

- all periods of paid leave, previous adoption, parental and maternity leave without pay, sick leave without pay, public holidays and up to a total of five days leave without pay;
- full time and part time permanent service and full time casual service.

## 17.1 Entitlement:

- 17.1.1 All permanent employees who become pregnant are entitled to unpaid maternity leave irrespective of their length of service (refer to 17.4 for paid leave where appropriate).
- 17.1.2 A permanent employee who is pregnant shall, subject to this clause, be entitled to be granted maternity leave as follows:
- a) for a period of up to nine weeks prior to the anticipated date of birth; and
  - b) for a further period of up to 12 months after the actual date of birth.
- A permanent employee may be granted unpaid maternity leave earlier than nine weeks prior to the anticipated date of birth, however this will not extend the total amount of maternity leave available.
- 17.1.3 A permanent employee may take maternity leave as follows:
- a) as a period of leave on a full time basis totalling 12 months from the actual date of birth; or
  - b) as a period of unpaid leave on a part time basis up to 24 months (equivalent of 12 months full time leave from the actual date of birth) at the discretion of the General Secretary; or
  - c) as a combination of full time and part time leave provided that the total period of maternity leave taken does not exceed the equivalent of 12 months full time leave from the actual date of birth.
- 17.1.4 Permanent employees may take both accrued long service leave and accrued annual leave concurrently with unpaid or half pay maternity leave.
- 17.1.5 Should the permanent employee not wish to return to duty on the expiration of the maximum period of maternity leave, leave without pay for personal reasons, or other leave to credit may be granted at the discretion of the General Secretary.
- 17.1.6 A further period of maternity leave may be granted at the discretion of the General Secretary if pregnancy occurs while on maternity leave. Any residual leave relevant to the initial period of maternity leave will be cancelled and maternity leave appropriate to the anticipated date of birth applies in respect of the subsequent pregnancy.

## 17.2 Right to Request

- 17.2.1 A permanent employee entitled to maternity leave may request the General Secretary to allow the permanent employee:
- a) to extend the period of simultaneous maternity leave use up to a maximum of eight weeks;<sup>1</sup>
  - b) to extend the period of unpaid maternity leave for a further continuous period of leave not exceeding 12 months;

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<sup>1</sup> To be read in conjunction with section on Parental Leave

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

to assist the permanent employee in reconciling work and parental responsibilities.

- 17.2.2 The General Secretary shall consider the request having regard to the permanent employee's circumstances and, provided the request is genuinely based on the permanent employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Federation's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on Federation member services.
- 17.2.3 The permanent employee's request and the General Secretary's decision made under 17.2.1b) and 17.2.1c) must be recorded in writing.
- 17.2.4 Where a permanent employee wishes to make a request under 17.2.1c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the permanent employee is due to return to work from maternity leave.

### 17.3 Communication During Maternity Leave

- 17.3.1 Where a permanent employee is on maternity leave and a definite decision has been made to introduce significant change at the workplace, the General Secretary 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 permanent employee held before commencing the maternity leave; and
  - b) provide an opportunity for the permanent employee to discuss any significant effect the change will have on the status or responsibility level of the position the permanent employee held before commencing maternity leave.
- 17.3.2 The permanent employee shall take reasonable steps to inform the General Secretary about any significant matter that will affect the permanent employee's decision regarding the duration of maternity leave to be taken, whether the permanent employee intends to return to work and whether the permanent employee intends to request to return to work on a part time basis.
- 17.3.3 The permanent employee shall also notify the General Secretary of changes of address or other contact details which might affect the Federation's capacity to comply with 17.3.1.

### 17.4 Paid Maternity Leave

- 17.4.1 Payment for maternity leave is available to permanent employees subject to completion of 40 weeks continuous service following employment or reemployment prior to the anticipated date of birth. Maternity leave for permanent employees taken not more than nine weeks prior to the

anticipated date of birth will count towards the 40 weeks continuous service.

17.4.2 Payment is made for a period not exceeding 14 weeks full time equivalent.

17.4.3 A permanent employee who has completed 40 weeks of continuous service as per 17.4.1 and who has taken no more than 12 months full time maternity, adoption or parental leave or its part time equivalent is entitled to be paid at their normal rate i.e. the rate at which they were paid before proceeding on leave for another period of such leave regardless of whether they resume their normal hours of work before proceeding on leave again. This does not require the permanent employee to complete a further period of 40 weeks continuous service.

17.4.4 Where an employee has taken 24 months of maternity leave, then proceeds on full time leave without pay, for a subsequent pregnancy during this period of leave without pay following the 24 months of maternity leave:

- a) If the anticipated date of birth of the child falls in the period up to and including 40 weeks, following the conclusion of the initial maternity leave the subsequent maternity leave is paid at the employee's substantive full time equivalent immediately prior to taking leave;
- b) If the anticipated date of birth of the child falls outside 40 weeks following the conclusion of the initial maternity leave the subsequent maternity leave will be unpaid.

17.4.5 Where an employee has taken maternity leave, then accesses their right to request a return to work on a part time basis (until the child reaches school age), for any subsequent maternity leave:

- a) The employee is always paid at the substantive full time equivalent which applied immediately prior to taking leave regardless of the duration of the part time leave.

17.4.6 With the exception of higher duties allowance, any applicable allowance/s will be paid to permanent employees for the period of paid maternity leave. No allowances will be paid to permanent employees during periods of no pay maternity leave.

## 17.5 Method of Payment

17.5.1 When completing an application for maternity leave a permanent employee may elect to be paid by normal fortnightly payments at full or half pay or by lump sum payment.

17.5.2 A permanent employee may apply for one combination of leave at full and half pay or vice versa.

## 17.6 Application and Variation of Leave

17.6.1 An application for maternity leave, accompanied by a medical certificate stating the anticipated date of birth should be submitted to the General Secretary at least one month prior to the proposed first day of leave.

17.6.2 Maternity leave must commence no later than the anticipated date of birth.

- 17.6.3 An application for maternity leave should specify the number of weeks required at full pay and at half pay where appropriate.
- 17.6.4 The first and last date of leave must be stated on the application.
- 17.6.5 A permanent employee may vary the intended period of leave any number of times before it commences.
- 17.6.6 After leave commences, the period of leave may be varied once without approval and on any number of occasions with approval.
- 17.6.7 Subject to approval, a permanent employee who has returned to full time duty after maternity leave, may, provided the permanent employee has a balance of maternity leave to credit, apply to revert to full time or part time maternity leave.

17.7 Notification of Birth

As soon as feasible after the birth, a permanent employee should send a copy of the child's birth certificate to the General Secretary. A permanent employee may elect to provide an extract of the birth certificate indicating the details of mother and child only.

17.8 Miscarriage or Stillbirth

17.8.1 Miscarriage

In respect of a miscarriage, a permanent employee shall be granted sick leave or unpaid maternity leave for as long as a medical practitioner certifies to be necessary.

17.8.2 Stillbirth

In respect of a stillbirth, subject to an entitlement existing, a permanent employee shall have the option of taking paid or unpaid sick leave or paid or unpaid maternity leave (up to 14 weeks paid as appropriate).

17.8.3 Premature Birth

In respect of a premature birth, maternity leave will commence on the actual date of giving birth where maternity leave has not previously commenced.

17.9 Sick Leave and Transfer to a Safe Job

17.9.1 A permanent employee may use available sick leave with pay, sick leave without pay, long service leave or family and community service leave as appropriate, if, because of a complication associated with the pregnancy, including a history of miscarriage or other illnesses the permanent employee is unable to continue to work. In this instance the permanent employee is entitled to sick leave prior to the anticipated date of birth.

17.9.2 Where a permanent employee's present work is, because of pregnancy or breastfeeding, a risk to her health or safety or to that of her unborn or newborn child:

- a) the permanent employee's working conditions or hours of work on application to the General Secretary are to be temporarily adjusted to avoid exposure to the risk; or
- b) where the above adjustment is not possible or cannot reasonably be made, the permanent employee is to be temporarily transferred to other appropriate work that will avoid exposure to the risk and is, as nearly as possible, comparable in status and pay to that of her present work; or
- c) where the above transfer is not possible or cannot reasonably be made, the permanent employee is to be granted:
  - unpaid maternity leave for as long as a medical practitioner certifies to be necessary to avoid exposure to the risk. This applies regardless of whether the permanent employee has exhausted her unpaid maternity leave entitlement under paragraph 17.2.2; or
  - paid sick leave as the permanent employee is entitled to, and for as long as a medical practitioner certifies to be necessary to avoid exposure to the risk.

#### 17.10 Absent on Other Leave

17.10.1 If a permanent employee is absent on leave without pay and applies for maternity leave but does not resume duty, maternity leave may be granted as follows:

- a) If the anticipated date of birth is within 40 weeks of the commencement of the full time leave without pay maternity leave is paid at the substantive full time equivalent that applied immediately prior to taking leave;
- b) If the anticipated date of birth is more than 40 weeks after the commencement of full time leave without pay the maternity leave is unpaid;
- c) If the anticipated date of birth is more than 40 weeks after the commencement of part time leave without pay the maternity leave will be paid at the part time rate.

17.10.2 If a permanent employee is on leave without pay for personal reasons and the anticipated date of birth is to occur prior to the expiry date of the leave, then from the date the permanent employee advises of her pregnancy, the remainder of the approved leave without pay or a period of 12 months, whichever is less, will not be debited against a permanent employee's total entitlement for leave without pay for personal reasons.

#### 17.11 Right of Return

17.11.1 A permanent employee's right of return to her substantive position is retained if she resumes duty 24 months (or earlier) after the actual date of birth of the child.

17.11.2 An employee with right of return under 17.11.1 who becomes pregnant while on maternity leave may access a new period of maternity leave (for a subsequent pregnancy) and the right of return period will start again without the need for the employee to return to work.

#### 17.12 Resumption of Duty

One month prior to the date on which a permanent employee is due to resume duty she must either confirm in writing that she will be resuming duty, or apply for an extension of leave, or if resigning, submit notice of separation.

#### 17.13 Resignation

The position of a permanent employee who submits notice of resignation when proceeding on maternity leave will be declared vacant. Resignation in this instance will not be accepted earlier than the last day of the paid maternity leave nor later than this last day of approved leave.

#### 17.14 Superannuation

A permanent employee on maternity leave whether paid or unpaid, is not required to meet any payment of the employer's superannuation contributions to any New South Wales superannuation fund.

#### 17.15 Service Credits for Maternity Leave

- 17.15.1 Maternity leave without pay does not count as service for long service leave, except when a permanent employee has completed at least seven years paid service, then any period of maternity leave without pay of less than six months counts for the accrual of long service leave.
- 17.15.2 Paid maternity leave counts as service for annual leave loading purposes.
- 17.15.3 Paid maternity leave accrued annual leave pay and any entitlement will be paid during the relevant annual leave.
- 17.15.4 With the exception of long service leave, annual leave loading and annual leave, paid and unpaid maternity leave counts as service in respect of all other categories of leave.
- 17.15.5 Employees who are on unpaid maternity leave (including part time maternity leave without pay) or leave without pay following maternity leave may seek approval to work as a casual while on such leave. No approval will be granted to an employee whilst on paid maternity leave.

#### 17.16 Part Time Maternity Leave

##### 17.16.1 Eligibility

All permanent employees who become pregnant may at the General Secretary's discretion apply for maternity leave on a part time basis.

##### 17.16.2 Application and Variation of Leave

- a) An application for part time maternity leave should be submitted at least seven weeks in advance of the date on which leave is to commence.
- b) Applications for part time maternity leave for between one and four days per week may be approved over a period of up to two years

subject to the leave not exceeding the maximum entitlement provided in 17.1.5

- c) A permanent employee may make application to vary the period of part time maternity leave and/or work arrangements provided that sufficient maternity leave is available.
- d) Subject to approval, a permanent employee who has returned to full time or substantive hours of duty after maternity leave may apply to revert to part time or full time maternity leave.
- e) Similarly, a permanent employee who has returned to duty on a part time basis may apply to revert to full time maternity leave and vice versa.
- f) Where the maximum entitlement provided in 17.1.5 has been exhausted, an employee may make application for additional maternity leave on a full time or part time basis in accordance with 17.2 Right to Request.

#### 17.16.3 Duration of Leave

- a) The maximum period of part time maternity leave which may be taken is 24 months from the date of birth.
- b) Subject to the maximum period stated in a) above, the actual period of part time maternity leave that a permanent employee may take will be determined by:
  - i) the period of untaken full time maternity leave; and
  - ii) the number of days per week that a permanent employee works.

#### 17.16.4 Right of Return

A permanent employee on part time maternity leave will have right of return to her substantive position for the duration of the period of leave.

#### 17.16.5 Leave Conditions

##### a) Annual Leave Loading

Permanent employees on part time maternity leave are eligible for annual leave loading on a pro rata basis.

##### b) Leave Without Pay

Permanent employees on part time maternity leave may be granted short periods of leave without pay but if a permanent employee requires an extended period of leave without pay the part time maternity leave must be terminated.

- c) Permanent employees may take both accrued long service leave and accrued annual leave concurrently with part time maternity leave.
- d) Permanent employees may be granted the following leave under normal conditions:

- Leave without pay;
- Long service leave;
- Sick leave;
- Annual leave;
- Family and community service leave.

The following leave will accrue on a pro rata basis:

- Family and community service leave;
- Sick leave;
- Long service leave;
- Annual leave.

## 18. ADOPTION LEAVE

### DEFINITIONS

“Primary caregiver” means the person who assumes the principal role of providing care and attention to the child.

“Continuous service” includes:

- all periods of paid leave, previous maternity, parental and adoption leave without pay, sick leave without pay, public holidays and up to a total of five days leave without pay;
- fulltime and part time permanent service and fulltime casual service.

### 18.1 Entitlement and Payment

#### 18.1.1 Unpaid Adoption Leave

All permanent employees who adopt a child and who are to be the primary caregiver of the child, are entitled to the following periods of unpaid adoption leave irrespective of their length of service (refer to 18.1.4 for paid leave where appropriate).

- a) For a period of up to 12 months on a full time basis if the child has not commenced school at the date of taking custody.
- b) For a period of up to 12 months on a full time basis as the General Secretary may determine if the child has commenced school at the date of taking custody.
- c) A permanent employee may take adoption leave as follows:
  - i) as a period of unpaid leave on a full time basis totalling 12 months; or
  - ii) as a period of unpaid leave on a part time basis totalling 24 months (12 months or equivalent full time) at the discretion of the General Secretary; or
  - iii) as a combination of full time and part time leave provided that the total period of adoption leave taken does not exceed the equivalent of 12 months full time leave.

- iv) Permanent employees may take both accrued long service leave and accrued annual leave concurrently with unpaid or half paid adoption leave.

#### 18.1.2 Right to Request

- a) A permanent employee entitled to adoption leave may request the General Secretary to allow the permanent employee:
  - i) to extend the period of simultaneous adoption leave use up to a maximum of eight weeks;<sup>2</sup>
  - ii) to extend the period of unpaid adoption leave for a further continuous period of leave not exceeding 12 months;
  - iii) to return from a period of adoption leave on a part time basis until the child reaches school age;to assist the permanent employee in reconciling work and parental responsibilities.
- b) The General Secretary shall consider the request having regard to the permanent employee's circumstances and, provided that the request is genuinely based on the permanent employee's adoption responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Federation's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on Federation's member services.
- c) The permanent employees request and the Federation's decision made under 18.1.2a)(ii) and 18.1.2a)(iii) must be recorded in writing.
- d) Where a permanent employee wishes to make a request under 18.1.2a)(iii), such a request must be made as soon as possible but no less than 7 weeks prior to the date upon which the permanent employee is due to return to work from adoption leave.

#### 18.1.3 Communication During Adoption Leave

- a) Where a permanent employee is on adoption leave and a definite decision has been made to introduce significant change at the workplace, the General Secretary shall take reasonable steps to:
  - i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the permanent employee held before commencing adoption leave; and
  - ii) provide an opportunity for the permanent employee to discuss any significant effect the change will have on the status or responsibility level of the position the permanent employee held before commencing adoption leave.

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<sup>2</sup> To be read in conjunction with section on Parental Leave

- iii) The permanent employee shall take reasonable steps to inform the General Secretary about any significant matter that will affect the permanent employee's decision regarding the duration of adoption leave to be taken, whether the permanent employee intends to return to work and whether the permanent employee intends to request to return to work on a part time basis.
- iv) The permanent employee shall also notify the General Secretary of changes of address or other contact details which might affect the Federation's capacity to comply with 18.1.3a).

#### 18.1.4 Paid Adoption Leave

- a) Payment for adoption leave is available to permanent employees who are the primary caregiver subject to completion of 40 weeks continuous service prior to the anticipated date of taking custody of the child.
- b) Payment is made for a period not exceeding 14 weeks full time equivalent.
- c) With the exception of higher duties allowance any applicable allowances will be paid to permanent employees for the period of paid adoption leave. No allowances will be paid to permanent employees during periods of no pay adoption leave.

#### 18.1.5 Method of Payment

- a) When completing an application for adoption leave a permanent employee may elect to be paid by normal fortnightly payments at full or half pay or by payment in a lump sum.
- b) A permanent employee may apply for one combination of leave at full and half pay.
- c) during the period of 24 months from the date of taking custody of the child, an employee can access further paid adoption leave at their substantive full time equivalent immediately prior to taking leave regardless of whether they are currently on full time or part time leave.

If adoption leave is extended beyond two years to the end of the next term, the above position still applies.

- d) Where an employee has taken 24 months of adoption leave, then proceeds on full time leave without pay, for the subsequent adoption during this period following the 24 months of adoption leave:
  - i) If the date of taking custody falls in the period up to and including 40 weeks following the conclusion of the initial adoption leave the subsequent adoption leave is paid at the employee's substantive full time equivalent immediately prior to taking leave;
  - ii) If the date of taking custody falls outside 40 weeks following the conclusion of the initial adoption leave the subsequent adoption leave will be unpaid.

- e) Where an employee has taken adoption leave, then accesses their right to request a return to work on a part time basis (until the child reaches school age), for any subsequent adoption leave the employee is always paid at their substantive full time equivalent immediately prior to taking leave regardless of the duration of the part time work.

## 18.2 Other Leave

- 18.2.1 Adoption leave commences on the date of taking custody of the child. Other leave as is necessary to attend to the domestic travel and residential arrangements associated with taking charge of the child may be taken prior to the commencement of adoption leave.
- 18.2.2 Subject to an entitlement existing, a permanent employee may apply for family and community service leave, long service leave, or leave without pay for this purpose.

## 18.3 Application and Variation of Leave

- 18.3.1 An application for adoption leave, accompanied by documentation from the adoption authority indicating the anticipated date of taking custody, should be submitted at least one month prior to the anticipated date of taking custody of the child.
- 18.3.2 Where a permanent employee takes custody of the child earlier than expected, an application for leave should be submitted no later than 14 days after taking custody of the child.
- 18.3.3 The first and last date of leave must be stated on the application.
- 18.3.4 A permanent employee may vary the intended period of leave any number of times before it commences.
- 18.3.5 After leave commences the period of leave may be varied once without approval and on any number of occasions with approval.
- 18.3.6 Subject to approval, a permanent employee who has returned to full time duty after adoption leave, may, provided the permanent employee has a balance of adoption leave to credit, apply to revert to full time or part time adoption leave.

## 18.4 Right of Return

- 18.4.1 A permanent employee's right of return to their substantive position is retained if the total period of adoption and any other leave is 24 months (or less).
- 18.4.2 If a permanent employee takes a new period of adoption leave (ie for a subsequent adoption) the right of return period starts again.

## 18.5 Part Time Adoption Leave

- 18.5.1 All permanent employees adopting a child who has not commenced school at the date of taking custody, and who are to be the primary caregiver of the child, may take adoption leave on a part time basis.

- 18.5.2 Applications for part time adoption leave for between one and four days per week may be approved at the discretion of the General Secretary over a period of up to two years.
- 18.5.3 During part time adoption leave the right of return to the permanent employee's substantive position is maintained.
- 18.5.4 Unless otherwise stated in this section, the provisions of permanent part time employment will apply for all service undertaken during the period of part time adoption leave.
- 18.5.5 Permanent employees may take both accrued long service leave and accrued annual leave concurrently with part time adoption leave.
- 18.5.6 An application for part time adoption leave should be submitted at least one month in advance of the date on which leave is to commence.
- 18.5.7 A permanent employee may make application to vary the period of part time adoption leave and/or work arrangements provided that sufficient adoption leave is available.
- 18.5.8 Subject to approval a permanent employee who has returned to full time duty after adoption leave may apply to revert to part time or full time adoption leave.
- 18.5.9 Similarly, a permanent employee who has returned to duty on a part time basis may apply to revert to full time adoption leave and vice versa.

#### 18.6 Service Credits for Adoption Leave

- 18.6.1 Adoption leave without pay does not count as service for long service leave, except when a permanent employee has completed at least seven years paid service, then any period of adoption leave without pay of less than six months counts for the accrual of long service leave.
- 18.6.2 Paid adoption leave counts as service for annual leave loading purposes.
- 18.6.3 Paid adoption leave accrues annual leave loading.
- 18.6.4 With the exception of long service leave, annual leave loading and annual leave paid and unpaid adoption leave counts as service in respect of all other categories of leave.
- 18.6.5 Permanent employees eligible to be paid any applicable allowance(s) shall be paid on a pro rata basis to a full time permanent employee's entitlement, calculated on the number of days actually worked.

#### 18.7 Superannuation

A permanent employee on adoption leave whether paid or unpaid, is not required to meet any payment of the employer's superannuation contributions to any New South Wales superannuation fund.

#### 18.8 Resignation

The position of a permanent employee who submits notice of resignation when proceeding on adoption leave will be declared vacant. Resignation in this instance

will not be accepted earlier than the last day of the paid adoption leave nor later than the last day of approved leave.

## 19. PARENTAL LEAVE

### DEFINITIONS

"Anticipated date of birth" means a date specified by a medical practitioner to be the date on which the medical practitioner expects the employee to give birth.

"Birth" shall include stillbirth except where otherwise stated.

"Continuous service" includes:

- All periods of paid leave, previous adoption, parental and maternity leave without pay, sick leave without pay, public holidays and up to a total of five days leave without pay;
- Full time and part time permanent service and full time casual service.

### 19.1 Entitlement and Payment

#### 19.1.1 Unpaid Leave

- a) Unpaid parental leave is available to permanent employees for whom maternity or adoption leave does not apply, for the birth of the child or the termination of the spouse's pregnancy or, in the case of adoption, from the date of taking custody, irrespective of their length of service (refer to 19.1.5 for paid leave where appropriate).
- b) A permanent employee is entitled to parental leave, which is not taken simultaneously with the partner's maternity leave or adoption leave, as follows:
  - i) A period of unpaid leave on a full time basis totalling 12 months; or
  - ii) A period of unpaid leave on a part time basis totalling 24 months at the discretion of the General Secretary; or
  - iii) A combination of full time and part time leave provided that the total period of parental leave taken does not exceed the equivalent of 12 months full time leave.
- c) Permanent employees may take both accrued long service leave and accrued annual leave concurrently with unpaid or half pay parental leave.
- d) Extended parental leave applied for but not commenced, will be cancelled in cases of miscarriage or still birth.

#### 19.1.2 Simultaneous Leave

- a) A permanent employee may take simultaneous maternity/adoption leave and parental leave when:

- i) A permanent employee is taking paid parental leave and the permanent employees partner is taking maternity or adoption leave.
- ii) Both partners are sharing child care duties on a part time basis on separate days.

#### 19.1.3 Right to Request

- a) A permanent employee entitled to parental leave may request the General Secretary to allow the permanent employee:
  - i) to extend the period of simultaneous parental leave use up to a maximum of eight weeks;
  - ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
  - iii) to return from a period of parental leave on a part time basis until the child reaches school age;

to assist the permanent employee in reconciling work and parental responsibilities.
- b) The General Secretary shall consider the request having regard to the permanent employee's circumstances and, provided the request is genuinely based on the permanent employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Federation's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on Federation member services.
- c) The permanent employees request and the General Secretary's decision made under 19.1.3a)(ii) and 19.1.3a)(iii) must be recorded in writing.
- d) Where a permanent employee wishes to make a request under 19.1.3a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the permanent employee is due to return to work from parental leave.

#### 19.1.4 Communication During Parental Leave

- a) Where a permanent employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the General Secretary shall take reasonable steps to:
  - i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the permanent employee held before commencing parental leave; and
  - ii) provide an opportunity for the permanent employee to discuss any significant effect the change will have on the status of the position the permanent employee held before commencing parental leave.

- b) The permanent employee shall take reasonable steps to inform the General Secretary about any significant matter that will affect the permanent employee's decision regarding the duration of parental leave to be taken, whether the permanent employee intends to return to work and whether the permanent employee intends to request to return to work on a part time basis.
- c) The permanent employee shall also notify the employer of changes of address or other contact details which might affect the Federation's capacity to comply with 19.1.3a).

19.1.5 Paid Parental Leave

- a) Payment for parental leave is available to permanent employees subject to completion of 40 weeks continuous service prior to the anticipated date of birth or date of taking custody.
- b) Payment is at the rate of one week full pay or two weeks half pay. This may be taken simultaneously with a partner's maternity leave. Any additional simultaneous leave will be unpaid.
- c) A permanent employee who has completed 40 weeks of continuous service as per 19.1.5a) and who has taken no more than 12 months full time maternity, adoption or parental leave or its part time equivalent is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on leave) for another period of such leave regardless of whether they resume their normal hours of work before proceeding on leave again. This does not require the permanent employee to complete a further period of 40 weeks continuous service.
- d) During the period of 24 months from the date of birth or the date of taking custody, an employee can access further paid parental leave at their substantive full time equivalent immediately prior to taking leave regardless of whether they are currently on full time or part time leave.

If parental leave is extended beyond two years to the end of the next term the above position still applies.

- e) Where an employee has taken 24 months of parental leave, then proceeds on full time leave without pay (LWOP), for subsequent parental leave during this period of LWOP following the 24 months of parental leave:
  - i) If the anticipated date of birth of the child falls in the period up to and including 40 weeks, following the conclusion of the initial parental leave the subsequent parental leave is paid at the employee's substantive full time equivalent immediately prior to taking leave;
  - ii) If the anticipated date of birth of the child falls outside 40 weeks following the conclusion of the initial parental leave the subsequent parental leave will be unpaid.
- f) Where an employee has taken parental leave, then accesses their right to request a return to work on a part time basis (until the child reaches school age), for any subsequent parental leave the employee

is always paid at their substantive full time equivalent immediately prior to taking leave regardless of the duration of the part time work.

- g) With the exception of higher duties allowance, any applicable allowances will be paid to eligible permanent employees for the period of paid parental leave. No allowances will be paid to permanent employees during period of no pay parental leave.

## 19.2 Application and Variation of Leave

- 19.2.1 The permanent employee is required to make an application for parental leave at least one month prior to the proposed first day of leave.
- 19.2.2 An application for parental leave must be accompanied by a medical certificate which includes the anticipated date of birth of the child or in the case of an adopted child, documentation from the authority indicating the expected date of taking custody should be submitted.
- 19.2.3 The first and last date of leave must be stated on the application.
- 19.2.4 Permanent employees eligible for long service leave may apply to use long service leave to supplement a period of half pay or unpaid parental leave.
- 19.2.5 A permanent employee may vary the intended period of leave any number of times before it commences.
- 19.2.6 After leave commences the period of leave may be varied once without the approval and on any number of occasions with approval.
- 19.2.7 Subject to approval, a permanent employee who has returned to full time duty after parental leave, may, provided the permanent employee has a balance of parental leave to credit, apply to revert to full time or part time parental leave.

## 19.3 Right of Return

- 19.3.1 A permanent employee's right of return to their substantive position is retained if the total period of parental leave and any other leave is 24 months (or less).
- 19.3.2 If a permanent employee takes a new period of parental leave (ie for a subsequent birth or adoption) the right of return period starts again.

## 19.4 Part Time Parental Leave

- 19.4.1 Applications for part time parental leave for between one and four days per week may at the discretion of the General Secretary be approved over a period of up to two years.
- 19.4.2 During part time parental leave the right of return to the permanent employee's position is maintained.
- 19.4.3 The provisions of permanent part time employment will apply for all service undertaken during the period of part time parental leave.

19.4.4 Permanent employees may take both accrued long service leave and accrued annual leave concurrently with part time parental leave.

19.5 Leave Accrual

Unpaid parental leave counts as service on the same basis as for leave without pay.

19.6 Superannuation

A permanent employee on parental leave whether paid or unpaid, is not required to meet any payment of the employer's superannuation contributions to any New South Wales superannuation fund.

19.7 Resignation

The position of a permanent employee who submits notice of resignation when proceeding on parental leave will be declared vacant. Resignation in this instance will not be accepted earlier than the last day of the paid parental leave nor later than the last day of approved leave.

**20. REGULAR CASUAL FEDERATION EMPLOYEES AS DETERMINED BY THE GENERAL SECRETARY – ADOPTION, BEREAVEMENT, MATERNITY, PARENTAL AND PERSONAL CARERS ENTITLEMENTS**

**DEFINITIONS**

"Anticipated date of birth" means a date specified by a medical practitioner to be the date on which the medical practitioner expects the employee to give birth.

"Birth" shall include stillbirth.

"Continuous service" includes:

- all periods of paid leave, previous adoption, parental and maternity leave without pay, sick leave without pay, public holidays and up to a total of five days leave without pay; and
- full time and part time permanent and full time casual service.

The following period does not count as service but it does not break the continuity of service:

- Any absence from duty for a period or periods of leave without pay which exceeds a total accumulated period of five days.

20.1 Maternity Payment

20.1.1 Eligibility

- a) Regular casual employees, who become pregnant and have completed at least 40 weeks continuous service prior to the anticipated date of birth of the child may qualify for maternity payment. The 40 weeks continuous service must be completed within the two year period immediately preceding the anticipated date of birth. 40 weeks continuous service includes paid leave, maternity leave without pay, sick leave without pay, public holidays and up to 5 days LWOP etc.

- b) A regular casual employee may qualify for a maternity payment if she has employment prior to ceasing duty.
- c) A regular casual employee who is not employed for a period of up to four weeks prior to the anticipated date of birth will have this period deemed as continuous service for the purposes of eligibility for maternity payments.

#### 20.1.2 Payment

- a) Eligible regular casual employees will receive a maternity payment equivalent to 14 weeks pay. The payment for the 14 weeks is at the employee's normal rate of pay and hours per week as at the anticipated date of birth and is paid for the maternity period.
- b) The maternity payment will be made in a lump sum.
- c) A regular casual employee will not be paid more than a full time permanent employee on the same status.

#### 20.1.3 Application

- a) An application for a maternity payment should be submitted by the General Secretary at least four weeks prior to ceasing duty.
- b) The application must be accompanied by a medical certificate stating the anticipated date of birth.

### 20.2 Personal Carers Entitlements for Regular Casual Employees

- 20.2.1 Subject to the evidentiary and notice requirements in clause 20.4 of this section regular casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in clause 20.4 of this section who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- 20.2.2 The General Secretary and the regular casual employee shall agree on the period for which the regular casual employee will be entitled to not be available to attend work. In the absence of agreement, the regular casual employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The regular casual employee is not entitled to any payment for the period of non attendance.
- 20.2.3 The General Secretary must reengage a regular casual employee who has accessed the entitlements provided for in this clause. The rights of the Federation to engage a regular casual employee are otherwise not affected.

### 20.3 Bereavement Entitlements for Regular Casual Employees

- 20.3.1 Subject to the evidentiary and notice requirements of clause 20.4 of this section, regular casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in clause 20.4 of this section.

20.3.2 The Federation and the regular casual employee shall agree on the period for which the regular casual employee will be entitled to not be available to attend work. In the absence of agreement, the regular casual employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The regular casual employee is not entitled to any payment for the period of non attendance.

20.3.3 The General Secretary must reengage a regular casual employee who has accessed the entitlements provided for in this clause. The rights of the Federation to engage or not to engage a casual employee are otherwise not affected.

#### 20.4 Entitlement to Leave

The entitlement to leave in accordance with clauses 20.2 and 20.3 above is subject to:

20.4.1 the regular casual employee being responsible for the care of the person concerned; and

20.4.2 the regular casual employee concerned being:

- a) a spouse of the regular casual employee; or
- b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the regular casual employee or spouse or de facto spouse of the regular casual employee; or
- d) a same sex partner who lives with the regular casual employee as the de facto partner of that regular casual employee on a bona fide domestic basis; or
- e) a relative of the casual employee who is a member of the same household, where for the purposes of this paragraph:
  - i) "relative" means a person related by blood, marriage, affinity or aboriginal kinship structure;
  - ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
  - iii) "household" means a family group living in the same domestic dwelling.

20.4.3 The regular casual employee shall, wherever practicable, give the General Secretary notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the regular casual employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the regular casual employee to give prior notice of absence, the regular casual employee shall notify

the General Secretary by telephone of such absence at the first opportunity on the day of absence.

20.4.4 The regular casual employee shall, if required,

- a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person; or
- b) establish by production of documentation acceptable to the Federation or a statutory declaration, the death of the family member.

## 20.5 Parental and Adoption Leave

20.5.1 Unpaid parental and adoption leave of one week may be granted at the time of taking custody or actual date of birth.

20.5.2 The provision shall apply to regular casual employees who have employment at the time of taking leave.

## 21. **FAMILY AND COMMUNITY SERVICE LEAVE ("FACS") AND PERSONAL CARERS LEAVE**

21.1 Up to five days paid leave per calendar year may be available to permanent employees as FACS leave. The granting of FACS leave is at the discretion of the General Secretary. FACS leave is primarily intended to permit employees to respond to an emergency situation including:

- illness in the family
- the illness of aged parents
- funerals for relatives or at the discretion of the General Secretary
- family law court proceedings where property or custody of children are involved
- floods
- bush fires
- being snowed in
- moving of residence in circumstances where the move is taking place on an employee's normal day of work.

Such leave could also be used in the event of planned absence for family and community service responsibilities where some advance notice is given.

### 21.2 Bereavement Leave

Where FACS leave has been exhausted, additional paid FACS leave of up to four days may be granted to an employee on application to the General Secretary as a form of bereavement leave.

When FACS leave has been exhausted staff shall be entitled to use any current sick leave to credit or any cumulative sick leave accrued from the past three years to provide care and support to person described in clause 21.5 of this Agreement when they are ill. This period is determined as being the three years immediately preceding the first day of each application for personal carer's leave. Such leave may be taken for part but not less than a quarter of a single day.

### 21.3 Personal Carers Leave

Employees shall, if required, establish by production of a Medical Certificate or Statutory Declaration the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

21.4 The entitlement to use sick leave in accordance with this subclause is subject to the employee being responsible for the care and support of the person concerned, the person concerned being:

21.4.1 a spouse of the employee;

21.4.2 a de facto;

21.4.3 a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee;

21.4.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis;

21.5 An employee shall, wherever practicable, give the employer notice prior to their intention to take leave, including:

- name of the person requiring care;
- their relationship to the employee;
- reasons for taking such leave; and
- estimated length of the absence.

21.6 If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the first day of absence.

## **22. LEAVE WITHOUT PAY ("LWOP")**

22.1 Applications from permanent employees for periods of LWOP will be considered by the General Secretary in cases where employees have more than two years service.

22.2 For employees with less than two years service the General Secretary will consider application for short periods of LWOP. This should be supported by a written explanation of the special circumstances involved.

22.3 Acceptance should not be assumed.

22.4 Applications for LWOP should be made in writing at least four weeks prior to the intended commencement of the leave. Variation or changes following commencement of leave must be made in writing at least four weeks in advance.

22.5 The maximum period of LWOP on any one occasion is 12 months.

22.6 The cumulative maximum period of LWOP, including periods of part time LWOP, for any employee is three years.

- 22.7 If the approved LWOP is for a period of up to six months then the employee has right of return to their position.
- 22.8 If the approved leave is for a period of more than six months, the employee's position cannot be guaranteed and they will be required to relinquish their position. On return from LWOP the employee will be appointed to a position should one be available and will be given priority for the next suitable vacancy which is at the salary level of their previous position provided they are qualified to hold the new position.
- 22.9 An employee is entitled to maintain membership of the Teachers Credit union and Teachers Health whilst on leave without pay but is personally responsible for contribution of payments to either organisation.
- 22.10 An employee who is a member of the Federation's Staff Superannuation Fund taking LWOP of six months or less is entitled to continue paying contributions during their period of LWOP, and the employer undertakes to meet its contributions.
- 22.11 Where an employee, in accordance with the rules of the Federation's Staff Superannuation Fund, chooses to reduce their contribution to the Fund during a period of LWOP such contributions may not be reduced below the amount necessary to maintain any death or disability insurance maintained as part of the employee's membership of the Fund.

#### Part Time Leave Without Pay

- 22.12 Permanent employees with a minimum of two years' service as permanent employees may apply to the General Secretary for part time leave without pay. The decision to grant leave without pay is entirely at the General Secretary's discretion.
  - 22.12.1 Part time leave without pay will only be approved for period of up to six months.
  - 22.12.2 The employee may be required to work a minimum of three days per week.
  - 22.12.3 The employee will retain the right of return to their full time position.

### **23. STUDY LEAVE**

- 23.1 Employees shall be granted up to one half day paid leave per week, subject to the approval of the General Secretary, to undertake approved courses related to their work or future work in the Federation.
- 23.2 This clause is to be implemented consistent with the Federation's Training Policy (Schedule 2) in conjunction with the endorsed decision of the Training Committee and the General Secretary.

### **24. JURY DUTY**

- 24.1 Where an employee is required to perform duty as a juror their salary will continue to be paid by the employer. Where the employee receives payment in lieu of wages or salary for jury duty performed, this payment will be paid to the employer.
- 24.2 An employee is entitled to claim from the Sheriff's Office out of pocket expenses whilst serving on a jury panel.

## **25. WORKERS COMPENSATION**

- 25.1 Employees shall be fully covered by Workers' Compensation within the terms of current legislation. Where an employee receives less than they would have received had they continued to work, the difference can be made up from sick leave or other accrued leave upon written request.
- 25.2 During the first 26 weeks on workers compensation, whilst an employee receives workers compensation payments that are equivalent to their ordinary salary, the Federation shall pay the Superannuation Guarantee Charge on the total amount paid. After the first 26 weeks, when an employee commences on the maximum statutory payment under workers compensation, if:
- 25.2.1 the employee has access to leave that can be used to top up their ordinary salary in accordance with clause 25.1; and
  - 25.2.2 the amount paid as top up salary meets or exceeds the minimum monthly limit required to trigger the Super Guarantee Contribution then the Federation will pay the Superannuation Guarantee Contribution on the salary top up only.

## **26. TRADE UNION TRAINING**

Attendance at Trade Union Training Courses shall be subject to the General Secretary's approval. The Federation will pay the employee's salary while the employee is attending the course.

## **27. UNION MEMBERSHIP**

The Federation and Staff Representative/s believe it appropriate that all employees covered by this Agreement be members of the USU.

The USU Staff Representative/s to a maximum of three shall be entitled, on application to the General Secretary, to one half day per month on paid leave to perform any duties associated with this role in line with the ACTU's Charter of Delegates' Rights. Such leave may be accumulated up to two days.

## **28. STAFF MEETINGS**

Employees who are members of the USU shall be entitled to a meeting of one hour's duration per month, providing that the time and staffing arrangements are agreed upon by the Staff Representative/s and the General Secretary.

## **29. TERMINATION OF EMPLOYMENT**

- 29.1 Permanent and permanent part time employment may be terminated by two week's notice on either side, or by payment of or forfeiture of two weeks' pay in lieu of notice.
- 29.2 Casual employment may be terminated by one hours notice on either side, or by payment of or forfeiture of one hours pay in lieu of notice.
- 29.3 On the termination of employment, the employer shall, at the request of the employee, give such employee a statement signed by the employer, stating the period of employment and when employment is terminated.

### **30. REDUNDANCY**

- 30.1 When it is necessary to make employees redundant the Federation shall in the first instance offer voluntary redundancy with timelines and the opportunity for staff to express interest in redundancy "without prejudice" to their current positions.
- 30.2 The future staffing needs of the Federation will be considered in the light of these expressions of interest in voluntary redundancy.
- 30.3 The transfer of staff across sections will be considered where the employee has the appropriate skills or qualifications.
- 30.4 Appropriate and reasonable training at Federation's expense will be available to facilitate such transfer.
- 30.5 Exploration of alternate job location in related organisations will occur.
- 30.6 There will be appropriate counselling at Federation's expense.
- 30.7 Federation reserves the right to nominate areas and positions for redundancy on the basis of a review of current needs and following offers of voluntary redundancy.
- 30.8 Redundancy payments will be as follows:
- 30.8.1 four weeks severance pay; plus
  - 30.8.2 two weeks pay for each year of service; plus
  - 30.8.3 an additional benefit for staff 45 years of age and over (based on total years of service) as follows:
    - one day for each year of service between 0-10 years, then;
    - one and a half days for each year of service between 11-20 years, then;
    - two days for each year of service beyond 21 years;
  - 30.8.4 the maximum redundancy payment for new employees will be no greater than one year salary.

### **31. OTHER DUTIES**

- 31.1 Employees before accepting a position shall be informed of the duties and salary of the position.
- 31.2 The employees agree that they shall provide assistance in the various sections of the Federation when required because of extra workloads in particular areas or a reduced workload in their own area of responsibility. Employees shall be given an opportunity to learn the skills required to undertake duties within the Federation office.
- 31.3 Employees will receive their normal salary when carrying out duties that attract a lower rate of pay and will receive the benefits of Clause 10 (Performance of Higher Duties) when performing higher duties.
- 31.4 The General Secretary shall be responsible for the implementation of this clause and will consult with the employee and Officer / Supervisor concerned.

## **32. TECHNOLOGICAL CHANGE**

- 32.1 For the purpose of the Agreement technological change means the introduction, alteration or replacement of computers (communications equipment and other new equipment) or work organisation ancillary to the use of such equipment.
- 32.2 Computer means an electronic device which is capable of receiving facts or data, processing or performing calculations on that data and delivering answers or information in the required format for use by a person or to control the operations of another machine or computer.
- 32.3 The USU seeks active participation in the decision making processes regarding technological change and the participation of affected members in such decision making.
- 32.4 All information required to enable a full evaluation of proposed technological change must, in the first instance, be provided to the USU's elected Staff Representative/s on the Technology Committee and consultation relative to any aspect of this shall take place from the contemplative stage onwards and continue through the development, implementation and post implementation stages.
- 32.5 No decision relating to any part of the process of change to work organisation, job structure or technology shall take place without the above and without the provision of satisfactory information, consultation and agreement between the NSW Teachers Federation and employees.
- 32.6 Employees agree to undertake any necessary reviews of existing work organisation. Agreed changes in work organisation required to effect technological change will be implemented by employees.
- 32.7 The Federation will ensure that occupational health and safety questions associated with technological change will be addressed, including, but not limited to, a proper provision of furniture, lighting and appropriate testing arrangements.
- 32.8 Federation will provide a proper level of training for staff required to use any equipment that the Federation, in agreement with employees, decides to install. Where necessary, retraining will occur for employees whose work is affected by technological change.
- 32.9 To facilitate skill development and multi skilling, the Federation agrees to provide:
- introductory information and training for all employees;
  - appropriate training for adequate numbers of employees needed to relieve or back up staff whose positions require the use of new technology;
  - appropriate training for employees successful in their application to fill an existing position.
- 32.10 No position should be diminished in quality of work or responsibility as a result of new technology. Elected officers or salaries staff will have access to the use of new equipment and where this is likely to diminish the scope or the responsibility of the work of an employee, the Federation will ensure that appropriate compensatory changes are made to the organisation of the work of that employee.
- 32.11 The Federation agrees that no permanent full time or permanent part time person employed by the Federation now or in the future will lose their employment as a result of technological change.

- 32.12 The Federation agrees that in some circumstances and where appropriate an employee's acquisition and use of new computer related skills may require a reclassification and/or upgrading of that employee's position. The issue of reclassification will be dealt with in accordance with the provisions in Clause 33.
- 32.13 Employees shall have one elected representative on the Technology Committee. When the representative is unable to attend meetings an alternate representative can attend. The Federation is to arrange internal relief / back up where necessary in order to allow the employee representative on the Committee to attend meetings and carry out work associated with the Committee.

### **33. REGRADING**

- 33.1 No regrading requests will be considered for the duration of this Agreement.
- 33.2 If a position changes substantially as directed by the General Secretary, AGS or a Section Coordinator, the regrading will be determined by the use of the Grade Descriptors and a decision will be made by the General Secretary, the four AGS's and the ERM in consultation with the Staff Representative(s).

### **34. SALARY PACKAGING**

Salary packaging is available through the Federation.

### **35. OTHER ENTITLEMENTS**

#### First Aid Allowance

- 35.1 An employee who has been trained to render first aid, and who is the current holder of appropriate first aid qualifications such as a certificate from St John Ambulance or similar body shall be paid an allowance as set out in the Clerks (State) Award if the employee is appointed by the General Secretary to perform first aid.

#### Eye Care

- 35.2 Reimbursement under 35.2.1 or 35.2.2 will be capped at the Teachers Health rates applicable to glasses and eye tests.
- 35.2.1 If glasses are prescribed to an employee working specifically with computers and where no other reimbursement is available from a Health Fund, the Federation will pay for the glasses.
- 35.2.2 Where there is a charge for the eye test then the Federation will also consider reimbursement of this charge.

### **36. ANTI DISCRIMINATION CLAUSE**

- 36.1 It is the intention of the parties bound by this Agreement to seek to achieve the object of section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 36.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations 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. It will be consistent with the fulfilment of

these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.

- 36.3 Under the Anti Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint or unlawful discrimination or harassment.
- 36.4 Nothing in this clause shall be taken to affect:
- a) any conduct or act which is specifically exempted from anti discrimination legislation;
  - b) offering or providing junior rates of pay to person under 21 years of age;
  - c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti Discrimination Act 1977;
  - d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 36.5 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.

## **37. DISPUTE RESOLUTION**

- 37.1 Subject to the provisions of the Industrial Relations Act 1996, the following procedures will apply:
- 37.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in the workplace, then the employee and or the USU's workplace representative shall raise the matter with the Employee relations manager or Assistant General Secretary associated with that section as soon as possible.
  - 37.1.2 The Employee relations manager or Assistant General Secretary of that section shall discuss that matter with the employee and/or the USU's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
  - 37.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and or the USU may raise the matter with the General Secretary, with the view to resolving the dispute, or by negotiating an agreed method and timeframe for proceeding.
  - 37.1.4 Should the above procedures not lead to resolution of the dispute, then either party may make application to the Industrial Relations Commission of New South Wales.

## **38. GENERAL**

- 38.1 Nothing in this Agreement shall operate to reduce or lessen the conditions and salaries enjoyed by employees employed by the Federation at the date of operation of this Agreement.

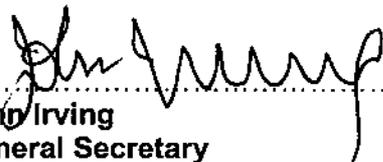
38.2 The Clerks (State) Award will continue to regulate all other conditions of employment not otherwise covered by this Agreement.

**39. DURATION OF AGREEMENT**

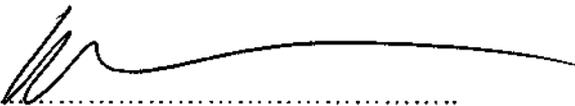
This Agreement shall have effect on and from 1 January 2009 until 30 April 2011. Renegotiations of the terms of this Agreement shall commence no later than three calendar months prior to the date of termination.

**40. FINALISATION OF NEXT AGREEMENT**

The next Agreement shall be finalised within three months after 30 April 2011.

  
.....  
**John Irving**  
**General Secretary**  
**NSW Teachers Federation**

  
.....  
**Witness**

  
.....  
**Ben Kruse**  
**General Secretary**  
**United Services Union**

  
.....  
**Witness**

Dated this 1st..... day of September..... 2009.

<b>SCHEDULE ONE - PURSUANT TO CLAUSE 5.1</b>	
<b>Position</b>	<b>Permanent employee effective 01.01.2009 to 29.04.2011</b>
	<b>\$</b>
<b>Grade 1</b>	
Distribution Clerk - Mail Delivery Distribution Clerk Distribution Clerk - Mail/Express Bags	57,204
Switchboard Operator	57,204
<b>Grade 2</b>	
Legal Cases Secretary *	67,010
Accounts Clerk	65,376
Distribution Clerk - Fax and Print Operator	65,376
Membership Operator	65,376
Organisers Secretary	65,376
Publications Secretary	65,376
Research Secretary	65,376
TAFE Organisers Secretary	65,376
Welfare Secretary	65,376
Aboriginal Education Coordinator Secretary (0.6)	65,376
Multicultural Officer/Organiser Secretary (0.4)	65,376
Association Secretary	65,376
Industrial Secretary	65,376
Membership/TUT Coordinator	65,376
Office Relief	65,376
TAFETA/Multicultural Officers Secretary	65,376
Travel Coordinator	65,376
TUT Secretary	65,376
Women's Coordinator Secretary	65,376
<b>Grade 3</b>	
Payroll Clerk	69,462
Secretary to AGS Industrial/Research	69,462
Secretary to AGS Schools	69,462
Secretary to AGS Post School Education	69,462
<b>Grade 4</b>	
Communications Adviser	71,587
Records Clerk	71,587
Secretary to President & Media Officer	71,587
Secretary to Deputy President & Senior Vice President	71,587
Secretary to General Secretary & AGS (Comms & Admin)	71,587
Regional Office Coordinators	71,587
IT Support	71,587
IT/Web Support	71,587
<b>Grade 5</b>	
Distribution Coordinator	74,496
Membership Coordinator	74,496
Communications/Welfare Coordinator	74,496
Conference/Council/Executive Coordinator	74,496
*Grandfathered Salary	

## SCHEDULE TWO - PURSUANT TO CLAUSES 5.2 - 5.5

Position	New permanent employee employed after 01.01.2009 - Effective 01.01.2009 to 29.04.2011	Casual employee (per hour) - Pursuant to Clause 5.4 +30% loading	Casual employee (per hour) - Pursuant to Clause 5.3 +40% loading
	\$	\$	\$
<b>Grade 1</b>			
Distribution Clerk - Mail Delivery			
Distribution Clerk			
Distribution Clerk - Mail/Express Bags	39,000	27.86	30.00
Switchboard Operator	39,000	27.86	30.00
<b>Grade 2</b>			
Legal Cases Secretary	47,300	33.79	36.38
Accounts Clerk	47,300	33.79	36.38
Distribution Clerk - Fax and Print Operator	47,300	33.79	36.38
Membership Operator	47,300	33.79	36.38
Organisers Secretary	47,300	33.79	36.38
Publications Secretary	47,300	33.79	36.38
Research Secretary	47,300	33.79	36.38
TAFE Organisers Secretary	47,300	33.79	36.38
Welfare Secretary	47,300	33.79	36.38
Aboriginal Education Coordinator Secretary (0.6)	47,300	33.79	36.38
Multicultural Officer/Organiser Secretary (0.4)	47,300	33.79	36.38
Association Secretary	47,300	33.79	36.38
Industrial Secretary	47,300	33.79	36.38
Membership/TUT Coordinator	47,300	33.79	36.38
Office Relief	47,300	33.79	36.38
TAFETA/Multicultural Officers Secretary	47,300	33.79	36.38
Travel Coordinator	47,300	33.79	36.38
TUT Secretary	47,300	33.79	36.38
Women's Coordinator Secretary	47,300	33.79	36.38
<b>Grade 3</b>			
Payroll Clerk	56,100	40.07	43.15
Secretary to AGS Industrial/Research	56,100	40.07	43.15
Secretary to AGS Schools	56,100	40.07	43.15
Secretary to AGS Post School Education	56,100	40.07	43.15
<b>Grade 4</b>			
Communications Advisers	60,500	43.21	46.54
Records Clerk	60,500	43.21	46.54
Secretary to President & Media Officer	60,500	43.21	46.54
Secretary to Deputy President & Senior Vice President	60,500	43.21	46.54
Secretary to General Secretary & AGS (Comms & Admin)	60,500	43.21	46.54
Regional Office Coordinators	60,500	43.21	46.54
IT Support	60,500	43.21	46.54
IT/Web Support	60,500	43.21	46.54
<b>Grade 5</b>			
Distribution Coordinator	67,700	48.36	52.08
Membership Coordinator	67,700	48.36	52.08
Communications/Welfare Coordinator	67,700	48.36	52.08
Conference/Council/Executive Coordinator	67,700	48.36	52.08