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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**THE NSW GOVERNMENT**

**AND THE**

**PUBLIC SERVICE ASSOCIATION  
AND  
PROFESSIONAL OFFICERS' ASSOCIATION  
AMALGAMATED UNION  
OF  
NEW SOUTH WALES**

**FOR THE PERIOD**

**1 JULY 2008 TO 30 JUNE 2011**

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## 1. Objectives

This Memorandum of Understanding (Memorandum) between the NSW Government and the Public Service Association of NSW sets out the understanding and agreement of the parties in relation to wages and conditions outcomes for employees covered by the *Crown Employees (Public Sector Salaries – July 2007) Award* for the period 1 July 2008 to 30 June 2011.

The parties agree that the change of conditions and agency improvement initiatives outlined in this Memorandum underpin the agreement regarding the quantum of wage increases (above 2.5%) for the period covered by this Memorandum.

The parties agree that this Memorandum will be implemented by:

- The making of a new award, to be known as the *Crown Employees (Public Sector - Salaries 2008) Award*
- variation to the Conditions Award, with necessary amendment to, or addition of clauses, as required to give effect to the intent of this Memorandum, and
- variation to the Personnel Handbook
- variation to relevant policy
- amendment to relevant legislation, including but not limited to the *Public Sector Employment and Management Act 2002* and *Regulation*; and
- variation to any other instrument or document as required to give effect to this Memorandum.

The parties will make consent applications for new awards as soon as practicable after the signing of this Memorandum and such awards will remain in force until 30 June 2011. Unless specified otherwise in this MoU the parties agree that the changes to the *Conditions Awards* will be finalised by consent application by 31 October 2008. The parties agree that award matters in the MoU will be addressed through amendment to awards and that policy matters will be addressed by changes to policy.

This Memorandum of Understanding is designed to provide both parties with certainty of outcomes for the period of the Memorandum.

## 2. Definitions

For the purpose of this Memorandum of Understanding the following definitions apply:

"the Association" means the Public Service Association of NSW;

"Conditions Award" means the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006* or the relevant conditions instrument(s) as pertaining to the employee group

"the Commission" means the Industrial Relations Commission of New South Wales;

"the Government" means the NSW Government;

"employee" means an employee covered by the *Crown Employees (Public Sector - Salaries 2008) Award*

"the parties" means the Association and the Government

"Agency/Agencies" agencies covered by the proposed award as outlined in **ATTACHMENT 1**.

### **3. New Awards**

The parties will make consent application for new awards, incorporating those elements of this agreement to be included in the awards, where applicable and specified.

### **4. Wages Agreement**

#### ***Crown Employees (Public Sector Salaries –2008) Award***

The term of this award shall be for three years from 1 July 2008 until 30 June 2011 and will provide for:

4% increase in salaries from the first full pay period on or after 1 July 2008

4% increase in salaries from the first full pay period on or after 1 July 2009

4% increase in salaries from the first full pay period on or after 1 July 2010

The increases referred to above, insofar as they apply from the first full pay period on or after 1 July 2008, shall be paid to those employees who are employed as at the date of the making of the award and to those employees who retired between 30 June 2008 and the making of the Award.

Any wage related allowances will be adjusted in line with the increases to the rates of pay.

### **5. Conditions Agreement**

#### **5.1 Managing Excess Employees**

The parties agree to:

5.1.1 Use one term only, excess. Employees are declared excess by the agency when they no longer have a substantive position. Excess employees include those:

- who were previously declared displaced, excess; and
- are surplus to the needs of the home agency; and
- whose substantive position is deleted; or
- who become excess due to their work or position being relocated to a significantly different geographic area (and they choose not to relocate); or
- who are:
  - a. on an employee initiated secondment; or
  - b. on more than 12 months leave without pay; or
  - c. at the conclusion of a period of approved study leaveAnd for a, b & c above the home agency has permanently backfilled their position after giving the employee notice and the employee has chosen not to return.

5.1.2 Recognise that the Government's policy is to allow agencies, as a last and unavoidable resort, to make redundant excess employees if they are not placed in a suitable position after a 12 months retention period.

5.1.3 "Position" having the same meaning as under the *Public Sector Employment and Management Act 2002*.

5.1.4 The 12 month retention period commences when the employee is declared excess. If an employee is not placed against a suitable position time counts for the purposes of the retention period.

5.1.5 Redundancy as a last and unavoidable resort cannot occur without:

1. An employee being notified in writing of their status as 'excess'; and
2. An employee being made at least one offer of Voluntary Redundancy (VR); and
3. Consultation with the Public Sector Workforce Office in the Department of Premier and Cabinet; and
4. Registration on the excess employee list maintained by the Public Sector Workforce Office; and
5. Provision of reasonable redeployment opportunities to suitable positions in the home agency and, via registration on the excess employee list, in other participating agencies; and
6. Provision of retraining support; and
7. Appropriate written notification of intention to make redundant at least 3 months prior; and
8. The employee being offered the opportunity to raise any reason why they think steps 1-7 have not been met (within 14 days of notification at 7 above).

5.1.6 An excess employee can be made redundant if they refuse a reasonable redeployment opportunity including temporary positions or do not participate in the redeployment process in good faith.

5.1.7 The 12 month retention period is suspended:

- for the period of time that the employee occupies a suitable temporary position or a temporary position at a higher grade; or
- in a restructure where all positions are deleted pending the outcome of the selection or appointment processes (where applicable).

5.1.8 A suitable position is:

- a) An appropriate match to the skills, experience and qualifications of the excess employee
- b) Within one grade or approximately 5% of the excess employee's substantive salary;
- c) One where an employee could be expected to undertake the position with suitable training; and
- d) within a reasonable location (as defined in Premier's Memorandum 1998-24 - Relocation of Employees to Available Work)

5.1.9 On the outstanding issues of the retrenchment payment and "meaningful work" as it relates to the retention period, the parties have agreed to accept the Commission's recommendation of 17 September 2008 which states:

*"On the matters that are not agreed, the Commission recommends that those matters be the subject of negotiations on managing displaced persons involving the wider public sector, with the union parties being represented by Unions NSW. If this recommendation is accepted the Commission will convene a compulsory conference of all of the parties and, with the parties' agreement, preside over the negotiations to ensure an outcome is arrived at in a timely manner.*

*The Commission is of the view that where an employee is made compulsorily redundant after 12 months the retrenchment payment should be fixed at a distinctly lower than what is offered up front, so that it does not reduce the incentive for employees to take early voluntary redundancy and begin the search for other employment."*

## 5.2 Modernising Human Resource Practices

The parties agree to full implementation of the NSW Public Sector Capability Framework (the Framework), including its usage through the e-recruitment system, on the basis that:

- 5.2.1 The Framework is underpinned by job evaluation principles and practices and where utilised will remove the need for re-evaluation of positions.
- 5.2.2 The Association agree to the implementation of an initial library of position descriptions which have been developed by the Public Sector Workforce Office and are benchmarked to the Framework.
- 5.2.3 The Association agree to the ongoing expansion of the library of position descriptions over the course of the Memorandum.
- 5.2.4 Agencies will be able to tailor the 'primary purpose' and 'key challenges' sections to more closely reflect their agency and the role without re-evaluation.
- 5.2.3 Where agencies need to re-evaluate positions that they shall do so as desk top evaluations, meaning agencies do not need to convene panels for the purpose of evaluating a position. Any dispute over a job evaluation shall be dealt with in accordance with the appropriate agency award dispute resolution procedure.

**ATTACHMENT 2:** Initial library of Position Descriptions as discussed and agreed to at the Union Consultative Forum

### **5.3 Transferred Employees Compensation**

The parties agree to replacing the current *Crown Employees (Transferred Employees Compensation) Award* with a simplified and modern award by 31 December 2008 that provides for:

- 5.3.1 Reimbursement, or a payment towards, certain relocation expenses actually incurred by the employee on the provision of appropriate evidence.
- 5.3.2 In accordance with the Commission's determination of the definition of "Transferred Officer" under the Award, entitlement is restricted to where:
  - a) an employee is directed to relocate; or
  - b) an excess employee is required to relocate to take up a suitable position, and to
  - c) provide flexibility to agencies to make part or whole payments for attraction and retention purposes to recruit to or retain people into positions that have been evidenced to be difficult to fill.
- 5.3.3 Entitlement does not apply to employees who can reasonably commute to the new location or where transfer is from one part of the

Sydney metropolitan area to another i.e. the Central Coast on the Northern Line as far as Gosford, the area on the Western Line as far as Mt Victoria and on the Illawarra Line as far as Wollongong.

- 5.3.4 Where two employees who cohabit relocate together to the same location, reimbursement of expenses must not be claimed for twice ie conveyance and stamp duty. Where applicable however, both may claim the leave concessions.
- 5.3.5 Replace the *Crown Employees Transferred Officers Excess Rent Assistance Agreement* with a scheduled allowance based on the current formula subject to further discussions between the parties.
- 5.3.6 Time limits for transactions to be in accordance with Australian Taxation Office (ATO) limits i.e. sale and purchase to be completed up to 2 years after any relocation. If the agency head is satisfied there is good reason, transaction expenses on a purchase of a residence more than 2 years after relocation may be paid.
- 5.3.7 Benefits may not be claimed for the purchase of a residence which is not the employee's principal place of residence.

#### 5.4 Sickiness related absences

The parties agree to:

- 5.4.1 Agencies implementing tailored strategies to reduce the agency's sick leave to (or below) the 2007 public sector average, being 45.06 hours per employee. This may include negotiated reform to industrial arrangements.
- 5.4.2 Provision that evidence of illness may be required after 5 cumulative days per annum or 2 sequential days.
- 5.4.3 Payment of sick leave provisional on an employee:
  - a) reporting the absence appropriately (i.e. call in on time, provide agreed information); and
  - b) an agreed minimum level of information being supplied. Such information will include the nature of illness or injury and the estimated duration of the absence. If an employee is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the agency.
- 5.4.4 Backdated medical certificates will only be accepted at the discretion of the agency head taking into consideration the individual circumstances.

- 5.4.5 The agency head has the discretion to accept other forms of evidence to satisfy that an employee had a genuine illness rather than just medical certificates.
- 5.4.6 Triggers in policy to allow agencies to apply greater evidence requirements and tighter trigger points for reviewing absences.
- 5.4.7 Provide discretion for agencies to exclude employees from automatic management under the sick leave policy for absences that can be adequately explained (e.g. illness due to a child starting childcare).
- 5.4.8 An employee on long term sick leave can be required to participate in a return to work program.

**ATTACHMENT 3** Amendments to Clauses 80 and 81 of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006*

**ATTACHMENT 4** Procedures for dealing with unacceptable absences or failure to appropriately notify absences

## **5.5 Promotion appeals**

The parties agree to:

- 5.5.1 Implementing a strategy to achieve a mutually agreed target to reduce the number of promotional appeals lodged with the Government and Related Employees Appeals Tribunal (GREAT) across agencies.
- 5.5.2 Finalising a strategy by 31 December 2008 to reduce the costs and employee time associated with the promotional appeals process.

## **5.6 Modernising the recruitment process**

The parties agree to:

- 5.6.1 The full implementation of the systems, policies, standardised practices and legislation required to maximise the full range of benefits available under the e-recruitment system now and into the future
- 5.6.2 Fully support the business process re-engineering at each Agency to implement system, policy, legislative and operational changes as required to extract full benefit from the e-recruitment system
- 5.6.3 A requirement that all agencies utilise the one centralised e-recruitment system as provided by the Public Sector Workforce Office.

- 5.6.4** Such benefits may include, but are not limited to:
- a) The introduction of a register linked to e-recruitment that will allow potential employees to register for employment opportunities.
  - b) Introduce automatic priority matching of excess employees to vacancies.
  - c) Enhanced promotion of employment in the Public Sector.
  - d) Introduction of applicant tracking and recruitment process management.
  - e) Collection of data regarding the use of cross Agency e-lists for the purposes of reviewing the effectiveness of cross Agency e-lists 3 years after the signing of this MOU.
  - f) The utilisation of e-lists to employee temporary staff.

**5.6.5** To work together to ensure employees with limited access to technology are not disadvantaged by being unaware of job advertisements and that employees within a Department will not be disadvantaged by their Department's ability to use another Department's eligibility lists

## **5.7 Flexible Working Hours**

**5.7.1** The parties agree to the development by 31 December 2008 of standard parameters for Flexible Working Hours Agreements which will allow for consistency across the sector.

## **5.8 Flexible Work Practices**

The parties agree:

**5.8.1** To the introduction of an additional flexible work practice in the form of a purchased leave scheme that will contribute to the work/family work/life balance.

**5.8.2** To the implementation of a leave purchasing scheme by 1 January 2009.

## **5.9 Removing the Clerical Officer classification**

**5.9.1** The parties agree to an extended General Scale Clerk classification in the *Crown Employees (Administrative and Clerical Officers - Salaries 2003) Award* to absorb the Clerical Officer Public Service Board Agreement No. 2515 of 1988 and Determination No. 877 of 1989 within following parameters:

- a) it will be cost neutral in integration and transition; and
- b) any flow-on to other instruments must be negotiated with the relevant agency and must be 'cost-neutral' unless negotiated

within parameters of Government's wages policy as outlined in Premier's Memorandum 2007-12.

- c) the parties will consult in relation to the formulation of a single award.

## 5.10 Maternity Leave

The parties agree:

**5.10.1** To amend the Conditions Award to extend a full time employee's entitlement to a second period of paid maternity leave on full pay should that second period commence not more than 2 years after the commencement of the initial period of maternity leave.

**5.10.2** To review the current Maternity Leave clause for the purpose of simplifying and clarifying entitlements during the life of the Memorandum.

**ATTACHMENT 5** Amendments to clause 72 of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006*.

## 5.11 Travelling compensation

The parties agree that

**5.11.1** The Conditions Award currently provides, inter alia, that "government accommodation" is accommodation owned, leased or arranged by government, and that the allowances scheduled in Item 2 of Table 1 – Allowances of Part B Monetary Rates, are not payable. It is a matter for the agency to determine whether government accommodation will be provided.

**5.11.2** When staying in non government accommodation the following provisions will apply:

- a) The agency may elect to arrange the accommodation and pay the accommodation provider directly,
- b) The staff member will be reimbursed appropriate meal allowance in accordance with Item 1 of Table 1 of the Award and incidentals as set out in Item 2 of Table 1,
- c) Where practicable, staff shall obtain prior approval when making their own arrangement for overnight accommodation
- d) The standard of accommodation arranged for staff by the agency is expected to be at the level of three stars as rated by the NRMA or other recognised accommodation assessors, where such standard of accommodation is available.

## **5.12 Annual Leave Liability Reduction**

- 5.12.1 The parties recognise the occupational health and safety benefits of employees properly taking their recreation leave. It is recognised that the Award allows for the accumulation of up to 40 days recreation leave, however, there are many employees who have accumulated balances significantly beyond this.
- 5.12.2 Employees must take their recreation leave to reduce all balance below 40 days, and agencies must cooperate in this process. Agencies may direct staff with more than 40 days to take their recreation leave so that the above aim is reached by school term one, 2010.

## **5.13 Better Management Of Workers Compensation Rehabilitation**

- 5.13.1 The parties agree to amend the Conditions Award by 31 December 2008 to ensure that workers compensation top up payments paid to employees after a period of 6 months of incapacity do not operate to undermine return to work programs.

## **6. Agency level improvement initiatives**

The parties commit to the implementation of further agency level improvement initiatives during the life of the Memorandum. As soon as practicable, agencies will identify these initiatives and then consult with the PSA.

This is to include consideration of:

- 6.1 Agency specific initiatives to deliver further efficiencies in the Conditions areas identified in this Memorandum;
- 6.2 Initiatives to reduce excessive accrued leave liabilities;
- 6.3 Initiatives to reduce workers compensation liabilities including future premiums; and
- 6.4 Agency reduction in the use of labour hire agencies through more efficient use of initiatives arising from this Memorandum;
- 6.5 Any other initiatives as relevant.

The Government will pursue stream lining and reorganisation of services and functions at an agency level to achieve further efficiencies in operations if the above process does not meet the objectives of the Memorandum.

Where agency level restructuring is required, the parties agreed that it will be dealt with in accordance with the consultative mechanisms and dispute resolution provisions of the relevant award of each agency and other relevant policies.

Consistent with the IRC recommendation in matter 445 of 2008, of 17 September 2008 the parties commit to this process of agency level negotiations. Should any dispute arise during this process the parties recognise the process laid out by the Full Bench in *Operational Ambulance Officers (State) and others [2008]* NSWIRComm 156 and commit to addressing any disputes or difficulties that arise at the agency level in such a way.

## **7. Roads and Traffic Authority (RTA)**

The parties agree that the specified salary increases and initiatives under this Memorandum will be equally applicable to RTA staff under the *Crown Employees (Roads and Traffic Authority of New South Wales - Salaried Staff Conditions of Employment) Award* and that the salaries and conditions applicable to those employees will be given effect through the making of a new stand alone industrial instrument.

## **8. No Extra Claims**

Subject to clause 6, the parties agree that during the term of this Memorandum there will be no extra wage claims, claims for improved conditions of employment or demands made in respect of the employees covered under the Award, and further, that no proceedings, claims or demands concerning wages or conditions of employment in respect of those employees will be instituted before the Commission or any other arbitral tribunal.

The agreement in the preceding paragraph does not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions, or this Memorandum.

The PSA is to have leave reserved to pursue its filed application in respect of probation and parole officers.

The parties further agree that during the Term of this Memorandum consent variations to the awards can proceed.

## **9. Additional matters – Alterations to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006**

### **9.1 Sick Leave (Clauses 80 and 81)**

- In line with the Government's proposed sick leave policy, allow an employee to request that an alternate manager or HR officer consider the reasons for the illness rather than the current reference to HealthQuest (C1 81(g)).
- Where an employee takes sick leave for caring purposes the same requirements for the provision of evidence will apply as if it were any other type of sick leave (C1 82(b)).

- Enhance access to sick leave to care for a family member in the first instance to sick leave accumulated over the last 3 years, rather than sick leave from the current year's entitlement (C1 82(a)).

## 9.2 Other Leave

- Clarify the definition of FACS leave so that it only applies to unplanned and emergency issues (C1 74).
- Simplify the way FACS leave is accrued (C1 74) ie 2.5 days in the first year of service, 2.5 days in the second year of service and thereafter 1 day per year.
- If an employee takes LWOP for more than 12 months, allow the option to backfill their role on a permanent basis (C1 75). This will bring it into line with the backfilling provisions where an employee is on a secondment. An agency, when approving a period of LWOP of more than 12 months, will advise the employee at the time of approval if the position will be filled on a permanent basis during that period of LWOP. In all other cases the employee will be given the opportunity to return to work before an agency permanently fills the position.
- Paid military leave is granted per financial year rather than calendar year, consistent with the application of top up pay (C1 76(c)).
- Allow shiftworkers and staff located in remote western/central areas to cash out additional recreation leave by agreement (C1 78 and 88) – at the option of the employee.
- Amend the annual leave loading to pay the full amount in the first pay in December each year (C1 79(f)). Employee's choice if they wish to have it delayed i.e. until the Christmas school holidays.
- Clarify that where FWHAs don't include provisions dealing with core time, settlement periods, contract hours, flex credit, flex debit, and flex leave, the relevant Award provisions apply.
- Clarify that flex leave can only be accrued where there is work available to be performed.
- Where an employee has accrued 8 weeks recreation leave, unless otherwise authorised by their manager, flex leave can only be taken where recreation leave has been applied for and approved. If, however, recreation leave has been applied for and declined access to flex still available.
- Use of private motor vehicle rates –
  - Enhance access to the official business rate by removing the use of the vehicle to 'be a requirement of the position' (C1 3 and C1 38).
  - Bring the official business rate into line with Australian Taxation Office (ATO) rates ie over 2601cc – 70 cents, 1601 to 2600cc – 69 cents, 2600cc or less – 58 cents (Cl 54(b)(3) and item 6 Table 1). This change removes the taxation liabilities involved in paying a differential rate. In the future these rates would vary in line with the ATO rates.
  - Amend the casual rate to be 40% of the official business rate (Item 6 Table 1).
  - Amend the motor cycle allowance to 50% of the official business rate (Item 6 Table 1)
- Bring the payment of the first aid allowance during recreation leave into line with the requirements for using a replacement first aid officer. This would use 1 week as the threshold for both (C1 53(d)).

### 9.3 Other Award Clauses

- Provide clarity over the management of local arrangements by specifying that either party can cease the arrangement by giving 12 months notice (C1 10).
- Compensation for excess travel time (ETT) is by payment or time off in lieu, at the department's election 9C1 27(a)).
- Payment and time off in lieu for ETT that applies to employees is capped at grade 5 (C1 27(c)).
- ETT only applies for time outside the flex time bandwidth (C1 27(c)).
- ETT time off in lieu must be taken within 1 month of accrual unless otherwise authorised by the manager (C1 27(a)).
- Leave in lieu of overtime accrued on a public holiday is treated the same as leave in lieu of overtime accrued on any other day, rather than being added to the recreation leave balance (C1 97(b)(6)).
- Use of private motor vehicle during transport disruptions removed (C1 38(h)). The general provisions on the use of private motor vehicles will apply.

### 9.4 Remote Areas

- The government is considering the approach to remote area conditions in the broader context of attraction and retention. A proposal on these conditions may be provided at a later stage.

## 10. Withdrawal of current claim

The Association agrees to discontinue matter no. IRC 445 of 2008 on the basis of the matters referred to in this Memorandum.

## 11. Term of this Memorandum of Understanding

This Memorandum of Understanding expires on 30/06/2008 <sup>2011</sup> 

This agreement is made at Sydney on the 2nd day of October 2008.

Signed for and on behalf of the  
NSW Government

  
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Print Name:

Mark Webb

Witnessed by

  
\_\_\_\_\_

Print Name:

ALISON MC GINCEY

Signed for and on behalf of the  
**Public Service Association and  
Professional Officers' Association  
Amalgamated Union of New South Wales.**



Print Name:

JOHN CAHILL

Witnessed by



Print Name:

SUZANNE WALSH

### AGENCIES COVERED BY THE PROPOSED AWARD

It is the intention of the parties that other than the exclusion of the Roads and Traffic Authority, the proposed award will maintain the same coverage as the Crown Employees (Public Sector - Salaries 2007) Award.

*Agencies currently under the Crown Employees (Public Sector - Salaries 2007) Award under Part 1 of Schedule 1 to the PSEM Act*

Agency
Department of Aboriginal Affairs
Aboriginal Housing Office Group of Staff
Department of Ageing, Disability and Home Care
Department of the Arts, Sport and Recreation
Attorney General's Department
Audit Office
Office of the Board of Studies
Office for Children
Department of Commerce
Office of the Community Relations Commission
Department of Community Services
Department of Corrective Services
Office of the New South Wales Crime Commission
Office of the Director of Public Prosecutions
Department of Education and Training
Office of the New South Wales Electoral Commission
Department of Environment and Climate Change
Office of the NSW Food Authority
Department of Health
Office of the Health Care Complaints Commission
Department of Housing
Office of the Institute of Teachers
Department of Juvenile Justice
Department of Lands
Office of the Legal Aid Commission
Department of Local Government
Office of the Motor Accidents Authority
New South Wales Fire Brigades
Ombudsman's Office
Department of Planning
Ministry for Police
Office of the Police Integrity Commission
Department of Premier and Cabinet
Department of Primary Industries
Office of the Redfern-Waterloo Authority
Office of the Rural Assistance Authority
Department of Rural Fire Service

<b>Agency</b>
Department of State and Regional Development
State Emergency Service
Office of the State Property Authority
Office of the Sydney Harbour Foreshore Authority
Office of the Sydney Olympic Park Authority
Office of the Sydney 2009 World Masters Games Organising Committee
Ministry of Transport
The Treasury
Department of Water and Energy
Office of the WorkCover Authority
Office of the World Youth Day Co-ordination Authority

**Note:** This includes the Building and Construction Industry Long Service Leave Payments Corporation, the Workers Compensation Commission and the Teacher Housing Authority.

**Agencies or groups of employees currently under the Crown Employees (Public Sector - Salaries 2007) Award but who are outside of Part 1 of Schedule 1 to the PSEM Act**

<b>Employee group</b>
DET – School Administrative and Support Staff
Greyhound and Harness Racing Regulatory Authority Division
Police administrative staff
Parliament – Legislative Assembly
Parliament – Legislative Council
Zoological Parks Board Division
Casino Control Authority
Jenolan Caves Trust

**MODERNISING HUMAN RESOURCE PRACTICES - LIBRARY OF POSITION DESCRIPTIONS**

<p><b>Human Resource Professionals</b></p> <ol style="list-style-type: none"> <li>1. Payroll Officer</li> <li>2. Human Resource</li> <li>3. Human Resource Advisor</li> <li>4. Human Resource Manager</li> <li>5. OHS Manager</li> <li>6. Learning and Development Consultant</li> </ol> <p><b>ICT Professionals</b></p> <ol style="list-style-type: none"> <li>7. Computer Support Officer</li> <li>8. Systems Administrator</li> <li>9. Manager, IT</li> <li>10. Business Analyst, IT</li> </ol> <p><b>Case Workers</b></p> <ol style="list-style-type: none"> <li>11. Unit Leader/Manager</li> <li>12. Case Worker –Specialist</li> <li>13. Case Worker Manager</li> </ol> <p><b>Clerical and Administrative Workers</b></p> <ol style="list-style-type: none"> <li>14. Administrative Officer</li> <li>15. Records Officer</li> <li>16. Executive Assistant</li> <li>17. Office Manager</li> <li>18. Executive Officer</li> </ol>	<p><b>Policy</b></p> <ol style="list-style-type: none"> <li>19. Assistant Policy Officer</li> <li>20. Policy Officer</li> <li>21. Senior Policy Officer</li> <li>22. Principal Policy Officer</li> </ol> <p><b>Engineering Professionals</b></p> <ol style="list-style-type: none"> <li>23. Engineer</li> <li>24. Senior Engineer – Technical</li> <li>25. Senior Engineer – Project management</li> </ol> <p><b>Project Management</b></p> <ol style="list-style-type: none"> <li>26. Senior Project Officer</li> <li>27. Project Officer</li> <li>28. Assistant Project Officer</li> <li>29. Manager, Major Projects/Principal Project Manager</li> </ol> <p><b>Managers</b></p> <ol style="list-style-type: none"> <li>30. Team Leader/Supervisor</li> <li>31. Manager</li> <li>32. General Manager</li> <li>33. Director</li> </ol>	<p><b>Finance</b></p> <ol style="list-style-type: none"> <li>34. Accounts Receivable</li> <li>35. Accounts Payable</li> <li>36. Accounts Supervisor</li> <li>37. Finance Manager</li> <li>38. Management Accountant</li> <li>39. Auditor</li> <li>40. Senior Auditor</li> </ol> <p><b>Legal Professionals</b></p> <ol style="list-style-type: none"> <li>41. Legal Officer</li> <li>42. Senior Solicitor</li> </ol> <p><b>Asset Management and Property Management</b></p> <ol style="list-style-type: none"> <li>43. Assistant Contract Administrator</li> <li>44. Asset and Property Officer</li> <li>45. Asset and Property Manager</li> </ol>
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## AWARD CHANGES – SICK LEAVE

## AT CLAUSE 80. SICK LEAVE

- After existing clause 80(a) insert a new clause 80(b) as set out below:

“(b) Payment for sick leave is subject to the staff member:

(1) Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the staff member’s starting time as possible; and

(2) Providing evidence of illness as soon as practicable if required by clause 81. ”

- Renumber old clause 80(b) and 80(c) to 80(c) and 80(d) respectively

- Insert a new clause 80(e) as set out below:

“(e)The Department Head may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.”

- Renumber old clause 80(d) to 80(f)

- Delete old clause 80(d) 80(d)(1), (2), (3) and (8), renumber and replace with new clauses 80(f)(1), (2), (3) and (8) as set out below:

“(f) Entitlements

(1) At the commencement of employment with the Public Service, a full time staff member is granted an accrual of 5 days Sick leave.

(2) After the first four months of employment, the staff member shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.

(3) After the first year of service, the staff member shall accrue sick leave day to day at the rate of 15 working days per year of service.

...

(8) Paid sick leave shall not be granted during a period of unpaid leave. “

**AT CLAUSE 81. Sick Leave - Requirements for Evidence of illness**

- **Delete old clauses 81(a)-(g) and replace with new clauses 81(a) – (f) as set out below:**
- (a) A staff member absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Department Head in respect of the absence.
- (b) In addition to the requirements under 80(b), a staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the Department Head. Staff who absent themselves in excess of 5 working days in a year may be required to furnish evidence of illness to the Department Head for each occasion absent for the balance of the calendar year.
- (c) As a general practice backdated medical certificates will not be accepted. However If a staff member provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Department Head is satisfied that the reason for the absence is genuine.
- (d) If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Department Head will advise them in advance.
- (e) If the Department Head is concerned about the diagnosis described in the evidence of illness produced by the employee, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to HealthQuest for advice.
- (1) The type of leave granted to the staff member will be determined by the Department Head based on HealthQuest's advice.
  - (2) If sick leave is not granted, the Department Head will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- (f) The granting of paid sick leave shall be subject to the employee providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the Department. "
- **Renumber old clauses 81(h)-(i) to 81(g)-(h) respectively**
  - **Delete old clause 81(j) and replace with new clause 81(i) as set out below:**
- (i) The reference in this clause to evidence of illness, shall apply, as appropriate:
1. up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Department Head's discretion, another registered health services provider

2. where the absence exceeds one week, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
3. At the Department Head's discretion, other forms of evidence that satisfy the Department Head that the employee had a genuine illness.

**AT CLAUSE 82. Sick Leave to Care for a Family Member**

- **Delete old clause 82(a) & (b) and replace with new (a) and (b) as set out below**

- "(a) The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Department Head may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- (b) If required by the Department Head to establish the illness of the person concerned, the staff member must provide evidence consistent with clause 81(f)."

## SICKNESS RELATED ABSENCES

### Procedures for dealing with unacceptable absences or failure to appropriately notify absences

#### Step 1 - Trigger points for absence review

Trigger points may need to be established on a case by case basis but should include the following:

- frequent unsupported absences - five cumulative days of unsupported sick leave in a calendar year
- where an absence trend has emerged - for example sick leave absences taken just before or just after Mondays and Fridays
- repeated failure to adequately notify an absence
- large amounts of sick leave taken in the period following a staff member formally indicating departure by redundancy, resignation or retirement.

The manager should review the overall leave record and the reasons for and patterns of absence.

Where abuse of sick leave is suspected or excessive amounts of sick leave are being taken, the manager should interview the staff member to discover the reason and any underlying causes e.g. morale, workplace hazards, bullying.

Attempts should then be made to resolve any identified problems and a course of action appropriate to the circumstances determined. This may include:

- making reasonable adjustments to work practices
- re-enforcing this policy
- reminding the staff member of the required procedures to notify absences
- imposing additional requirements for medical certificates

#### Step 2 - Formal counselling

Formal counselling will be required when abuse of sick leave is suspected and the unsatisfactory sick leave record or failure to adequately notify an absence continues.

The formal counselling session should:

- occur as soon as possible following the absence/failure to notify
- define any underlying reasons for non-compliance
- discuss possible solutions
- set targets for improving compliance
- detail the consequences of a continued unsatisfactory sick leave record or failing to adequately notify an absence.

A support person (such as a union delegate or colleague) can accompany the staff member in the counselling session.

The staff member should be fully aware of their obligations at the end of the counselling session.

The formal counselling session including the outcomes should be summarised and a copy provided to the staff member within one week of the counselling session.

#### Step 3 - Sanctions

Where abuse of sick leave is suspected and the unsatisfactory sick leave record or failure to adequately notify an absence continues after formal counselling, the Department Head or their delegate may consider applying sanctions. The type of sanction is a matter for the Department Head or their delegate to determine and could include deferment of an increment or introduction of standard hours for a specified period.

**MATERNITY LEAVE**

**AT CLAUSE 72. Parental Leave**

- **Delete old clause 72(f) and insert new clause 72(f)**

"(f) A staff member who commences a subsequent period of maternity or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid:

- 1) at the rate they were paid before commencing the initial leave if they have not returned to work; or
- 2) at a rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period; or
- 3) at a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours."