



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**The Public Service Association and Professional Officers' Association
Amalgamated Union of New South Wales t/a The Public Service
Association of New South Wales**
(AG2016/851)

PUBLIC SERVICE ASSOCIATION STAFF ENTERPRISE AGREEMENT 2016

Clerical industry

COMMISSIONER LEE

MELBOURNE, 17 MAY 2016

Application for approval of the Public Service Association Staff Enterprise Agreement 2016.

[1] An application has been made for approval of an enterprise agreement known as the *Public Service Association Staff Enterprise Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales t/a The Public Service Association of New South Wales. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Industrial Staff Union – PSA of NSW, Australian Municipal, Administrative, Clerical and Services Union and United Voice being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers these organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 24 May 2016. The nominal expiry date of the Agreement is 16 May 2020.



COMMISSIONER

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Public Service Association Staff Enterprise Agreement 2016

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1. AGREEMENT TITLE

This agreement will be known as the *Public Service Association Staff Enterprise Agreement 2016* (Agreement).

2. PARTIES BOUND

2.1 The parties to the Agreement are:

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

(b) all employees of the PSA.

2.2 This Agreement shall also cover the following Unions:

(a) Industrial Staff Union – PSA of NSW.

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

(c) United Voice NSW Branch.

3. PERIOD OF OPERATION

3.1 This Agreement will take effect seven days after approval by the Fair Work Commission and will have a nominal term of 4 years from the date it is approved.

4. RELATIONSHIP WITH OTHER AWARDS AND AGREEMENTS

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

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

5. DEFINITIONS

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

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

5.3 **Casual** employment is employment to carry out irregular, intermittent, short-term, urgent or other work as and when required.

5.4 **Consultation** means the sharing of relevant information with employees and the Unions. Employees and the Unions are given the opportunity to express their views before decisions are implemented. The views of employees and the Unions are valued and taken into account by the PSA.

- 5.5 **Domestic Violence** means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- 5.6 **Employee** means any person employed by the PSA. For clarity this does not include the General Secretary or Assistant General Secretary.
- 5.7 **Employer** means the PSA.
- 5.8 **Family** includes but is not limited to:
- (a) A spouse or partner (including a former spouse, a married or de facto partner or a former married or de facto partner and same gender partner);
 - (b) A child or adult child (including an adopted child, foster child, step child, a child of a former spouse, an ex-nuptial child, or a child for whom the employee is a legal guardian or equivalent);
 - (c) A parent (including a foster parent, step parent, parent-in-law, or legal guardian), a grandparent, a grandchild or a sibling of the employee, or the employee's spouse, nieces and nephews;
 - (d) A member of the employee's household, and/or relative, where for the purposes of this definition:
 - i. "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - ii. "affinity" means a relationship that one spouse or partner has to the relatives of the other; and
 - iii. "household" means a family group living in the same domestic dwelling.
 - (e) The PSA recognises there may be definitions of family not recognised in this agreement, but due to wider kinship and family networks may be considered appropriate for the taking of carer's leave. Where an employee holds such kinship (community tie) or family networks they may apply in writing to avail themselves of carer's leave. The General Secretary will consider all such applications on a case by case basis.
- 5.9 **General Secretary** means the General Secretary of the PSA, as described in the Registered rules of Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, or their nominee.
- 5.10 **Local holiday** means a day or part-day in a particular year declared as such under the *Public Holidays Act 2010 (NSW)*.
- 5.11 **NES** means the National Employment Standards as contained in sections 59 to 131 of the Act.
- 5.12 **Normal work** means, for the purposes of Clause 10 Dispute Settlement Procedures, the work carried out in accordance with the employee's position description at the location where the employee was employed, at the time the dispute was notified by the employee.

- 5.13 **Overtime** means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the General Secretary, which, due to its character or special circumstances, cannot be performed during the employees ordinary hours of duty.
- 5.14 **PSA** means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 5.15 **Public holiday** means a day declared as such under the *Public Holidays Act 2010 (NSW)*.
- 5.16 **Supervisor** means the immediate supervisor or manager of the employee, and may include a Director.
- 5.17 **Redundancy** means a situation where the PSA has made a decision that it no longer wishes the job an employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.
- 5.18 **Union** means the Industrial Staff Union, and/or the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Branch of the Australian Services Union, and/or United Voice NSW Branch.

6. ENVIRONMENTAL SUSTAINABILITY

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

7. ACCESS TO THE AGREEMENT AND THE NATIONAL EMPLOYMENT STANDARDS

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

8. CONSULTATION AND CHANGE MANAGEMENT

- 8.1 This clause applies where the PSA:
- (a) has made a definite decision to consider major workplace change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees covered by this Agreement, or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 8.2 For a change referred to in paragraph 8.1(a):
- (a) the PSA must notify the relevant employees, and the Unions, of the decision to introduce the change; and

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

- 8.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause. If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and the employee or employees advise the PSA of the identity of the representative the PSA must recognise the representative.
- 8.4 As soon as practicable after the decision to consider workplace change has been made the PSA must discuss with the relevant employees the introduction of the change and the effect the change is likely to have on the employees. The PSA must discuss measures to avert or mitigate the adverse effect of the change. For the purposes of the discussion the PSA will provide the relevant employees in writing:
- (a) all relevant information about the change including the nature of the change proposed, and
 - (b) information about the expected effects of the change on the employees, and
 - (c) any other matters likely to affect the employees.

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

- 8.5 The PSA must give prompt and genuine consideration to matters raised about the change to the relevant employees.
- 8.6 As soon as a final decision has been made, the PSA must notify the employees affected, in writing, and explain the effects of the decision.
- 8.7 The parties must act in good faith in relation to the consultation process provided in this clause.
- 8.8 Good faith includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.
- 8.9 A change is likely to have a significant effect on employees if it results in:
- (a) The termination of the employment of employees, or
 - (b) Major change to the composition, operation or size of the PSA workforce or to the skills required of employees, or
 - (c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure), or
 - (d) the alteration of hours of work, or
 - (e) The need to retrain employees, or
 - (f) The need to relocate employees to another workplace, or
 - (g) The restructuring of jobs.

- 8.10 Change to regular roster or ordinary hours of work

For a change referred to in paragraph (8.1)(b):

- (a) the PSA must notify the relevant employees of the proposed change; and
 - (b) subclauses (8.11) to (8.14) apply.
- 8.11 The relevant employees may appoint a representative for the purposes of the procedures in this term. If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation, and the employee or employees advise the PSA of the identity of the representative, the PSA must recognise the representative.
- 8.12 As soon as practicable after proposing to introduce the change, the PSA must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the PSA reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the PSA reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 8.13 However, the PSA is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 8.14 The PSA must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 8.15 In this term "relevant employees" means the employees who may be affected by a change referred to in subclause (8.1).
- 8.16 In filling positions in any new structure, the PSA will ensure that: a continuing employee (and a fixed term employee engaged for additional assistance for more than 12 months) whose position remains in the new structure and is not significantly changed will continue to hold the same or substantially similar position in accordance with their contract of employment.
- 8.17 An employee whose position does not remain in the new structure will be given first opportunity to submit an expression of interest in any positions that have been created or made vacant in the restructure.
- 8.18 If an employee agrees to be placed into a role at a lower classification, they will receive salary maintenance at the previous classification scale on the respective common salary point for three months.

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

9. CONSULTATIVE COMMITTEE

- 9.1 A Joint Consultative Committee (JCC) will be established within one month of the approval of the Agreement and will meet on a regular basis, at least quarterly. The JCC shall comprise:
- (a) the General Secretary and their nominee;
 - (b) two nominees from the ISU;
 - (c) two nominees from the USU;
 - (d) two nominees from United Voice.
- 9.2 The PSA and unions may bring additional representatives if reasonable notice has been provided. The parties will ensure minutes and action items are recorded at each meeting and distributed within two weeks. The minutes and action items will be confirmed pending any amendments at the next JCC.
- 9.3 Where the PSA is considering developing or amending employment related policies the PSA will consult with the JCC.
- 9.4 The first meeting of the JCC under this Agreement will ensure an agreed terms of reference is formalised, not inconsistent with this Agreement.
- 9.5 The PSA will also consult directly with PSA employees from time to time. This will not replace any consultation with the JCC under this clause.

10. DISPUTE SETTLEMENT PROCEDURES

- 10.1 The PSA and its employees have an interest in the proper application of this Agreement and in minimising and settling disputes about matters in this Agreement in a timely manner.
- 10.2 Where a dispute arises in relation to a matter under this Agreement (including the references that are incorporated) or the NES (including disputes about the application of sub-sections 65(5), 65(5A) and 76(4) of the NES) will be dealt with in accordance with the procedures set out in this clause.
- 10.3 The PSA or employee may appoint another person, organisation or union to accompany and/or represent them for the purposes of this clause.
- 10.4 In the first instance the employee(s) or their appointed representative(s), must notify the appropriate representative of the PSA management of the dispute in writing ('the dispute notification'). An appropriate representative of the PSA management may be the relevant line manager or if the employee believes the line manager is not appropriate the employee may request that the matter be referred to another manager.

- 10.5 The dispute notification must be in writing and include details of the dispute. The dispute notification should also make reference to clause(s) of the Agreement or the NES in relation to which the dispute has arisen and indicate the resolution(s) sought. The employee(s), their representative if one has been appointed, and PSA management representative(s) will meet within five working days, unless otherwise agreed, in an effort to resolve the dispute.
- 10.6 Where after the completion of sub-clause 10.5 the dispute remains unresolved, the matter may be referred in writing to the next level of management. A meeting must be held within five working days of the dispute being referred in a further effort to resolve the dispute, unless otherwise agreed.
- 10.7 Where a dispute is not resolved following the steps in sub-clauses 10.5 and 10.6, the matter may be referred by either party to the dispute to the Fair Work Commission for resolution by mediation and/or conciliation and, if necessary arbitration.
- 10.8 If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.
- 10.9 The parties agree to be bound by and implement any decision of Fair Work Commission subject to either party exercising a right of appeal against the decision of the Fair Work Commission to the Full Bench.
- 10.10 Until the dispute resolution procedures referred to at sub-clauses 10.1 to 10.9 have been exhausted:
- (a) normal work shall continue,
 - (b) no industrial action shall be taken by a party to the dispute in respect of the matter that is the subject of the dispute,
 - (c) the parties to the dispute shall not take any other action likely to exacerbate the dispute.

11. NEW SOUTH WALES PUBLIC SERVICE CONDITIONS

- 11.1 The following conditions contained in the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*, as varied or replaced from time to time shall apply:
- (a) Allowance payable for use of private motor vehicle (Clause 36)
 - (b) Annual leave Loading (Clause 78)
 - (c) Extended leave (Clause 70)
 - (d) Family and Community Service leave (Clause 71)
 - (e) First Aid Allowance (Clause 51)
 - (f) Lactation breaks (Clause 15A)
 - (g) Leave for Matters Arising from Domestic Violence (Clause 84A)
 - (h) Leave without pay (Clause 72)
 - (i) Local arrangements (Clause 10)
 - (j) Meal breaks (Clause 15)
 - (k) Meal allowances (Clause 94)

- (l) Military leave (Clause 73)
- (m) Natural Emergencies and Major Transport Disruptions (Clause 17)
- (n) Observance of Essential Religious Or Cultural Obligations (Clause 74)
- (o) Overtime (Clauses 88, 90, 95, 96, 98 and 99)
- (p) Parental leave (Clause 75)
- (q) Purchased leave (Clause 76)
- (r) Recreation leave (Clause 77)
- (s) Sick leave (Clauses 79 to 83)
- (t) Special leave (Clause 84)
- (u) Staff development and training activities (Clause 85)
- (v) Study assistance (Clause 86)
- (w) Travel arrangements (Clauses 26 to 33)

11.2 The following conditions regarding *Union Consultation, Access and Activities*, contained in the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*, as varied or replaced from time to time shall also apply:

- (a) Trade Union Activities Regarded as On Duty (Clause 53)
- (b) Trade Union Activities Regarded as Special Leave (Clause 54)
- (c) Trade Union Training Courses (Clause 55)
- (d) Period of Notice for Trade Union Activities (Clause 57)
- (e) Access to Facilities by Trade Union Delegates (Clause 58)
- (f) Responsibilities of the Trade Union Delegate (Clause 59)
- (g) Responsibilities of the Trade Union (Clause 60)
- (h) Responsibilities of Workplace Management (Clause 61)
- (i) Deduction of Trade Union Membership Fees (Clause 66)

11.3 Provided that within the above mentioned clauses of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*, the term "the Department Head" or "Secretary" is read as "the General Secretary", and the term "Association" or "General Secretary" is read as "Union".

12. REQUIREMENT TO STATE TERMS OF ENGAGEMENT

12.1 At the time of appointment the PSA will supply an employee an instrument of appointment in the form of a letter of offer or engagement showing the type of employment and the terms and conditions as follows:

- (a) the classification level and salary of the employee, and the hours or the fraction of full-time hours to be worked,
- (b) for a fixed term employee, the term of the employment and the circumstances for the fixed term contract,
- (c) for casual employees, the duties required, the number of hours required, the rate of pay for each class of duty required and a statement that any additional duties will be paid for,
- (d) other main conditions of employment including the duties and reporting relationships to apply upon appointment, and
- (e) a copy of the required Fair Work Information Statement.

- 12.2 In addition an employee, appointed on a continuing basis, who wishes to have their prior service recognised, in accordance with Clause 15, will be asked to provide evidence of prior service.

13. TYPES OF EMPLOYMENT

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

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

- (a) Specific task or project: means a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe.
 - (b) Replacement employee: means an employee undertaking work activity replacing a full-time or part-time employee for a definable period for which the replaced employee is either on authorised leave of absence or is temporarily seconded away from their usual work area.
 - (c) To provide additional assistance usually for sixth months and generally for no more than two years.
- 13.4 Casual employment
- (a) A casual employee is engaged and paid on an hourly basis.
 - (b) A casual employee will be engaged and paid for a minimum of three consecutive hours for each day worked.
 - (c) A casual employee will be paid a loading of 25%.
 - (d) A casual employee will not work more than nine consecutive hours per day, exclusive of meal breaks, without the payment of overtime for such time worked in excess of nine hours.
 - (e) If a casual employee works on a Saturday, Sunday or public holiday they will be paid overtime.
 - (f) Overtime will be paid in accordance with Clause 11.1(o).
 - (g) Casual employees will be paid overtime calculated on the ordinary rate of pay with a 25% casual loading component then added to the penalty rate of pay.
- 13.5 Full-time employment
- (a) Full-time employees will work 35 hours per week, Monday to Friday.

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

13.6 Part-time employment

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

14. REDUNDANCY

14.1 If an employee's position is made redundant the employee will be entitled to a severance payment as follows:

- (a) Four weeks' notice or pay in lieu, and
- (b) an additional one week's notice or pay in lieu for employees aged 45 years and over with two or more years of completed service, and
- (c) severance pay at the rate of three weeks per year of continuous service up to a maximum of 39 weeks, with pro-rata payments for incomplete years of service to be on a quarterly basis, and
- (d) benefit allowable as a contributor to a superannuation or retirement fund,
- (e) pro-rata annual leave loading in respect of leave accrued at the date of termination, and
- (f) all annual and extended leave accrued at the date of termination.

14.2 An employee who accepts the severance payment within two weeks of being informed their position is redundant and who agrees to the termination date nominated by the PSA will be entitled to the following additional incentive payments:

- | | |
|--|--------------|
| (a) less than 1 year of service | 2 weeks' pay |
| (b) 1 year and less than 2 years of service | 4 weeks' pay |
| (c) 2 years and less than 3 years of service | 6 weeks' pay |
| (d) 3 years of service and over | 8 weeks' pay |

14.3 Nothing in this Agreement shall prevent the PSA from entering into an agreement of voluntary separation with an employee on terms mutually agreeable.

15. RECOGNITION OF PRIOR SERVICE

15.1 Former service with any agency (however described) within the coverage of the PSA, and all prior service with the PSA, shall be recognised in accordance with Schedule 2 of the *Government Sector Employment Regulation 2014*, as varied or replaced from time to time.

16. SUPERANNUATION

16.1 The PSA will pay superannuation in accordance with relevant legislation at the minimum level required.

16.2 Superannuation contributions shall be paid into a complying fund of the employee's choice or, if the employee does not specify a fund, into the default fund nominated by the PSA, being a fund that offers a MySuper product or is an exempt public superannuation scheme.

17. SALARY AND RELATED INCREASES

17.1 The minimum annual salary for an employee is provided for in Schedule A and is calculated by reference to the Common Salary Points in the *Crown Employees (Public Sector - Salaries 2015) Award*, being an Award of the Industrial Relations Commission of NSW, as varied or replaced from time to time. The salaries of employees covered by this Agreement shall be in accordance with the *Crown Employees (Public Sector - Salaries 2015) Award* as varied from time to time or its replacement Award.

17.2 Expense and work related allowances are calculated by reference to the *Meal, Travelling and Related Allowances* contained in Table 1 Allowances of Part B - Monetary Rates of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*, being an Award of the Industrial Relations Commission of NSW, as varied or replaced from time to time. The Meal, Travel and Other Expense Related Allowances in this Agreement will vary in accordance with the same variations and operative dates that apply to the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* or any replacement Award.

18. HIGHER DUTIES ALLOWANCE

18.1 This clause applies when the General Secretary directs that the duties of a position which is vacant, or the holder of which is suspended, sick or absent, are to be performed by one or more employees.

18.2 Except where the General Secretary otherwise determines, this allowance is not to be paid in respect of a single period of relief of less than one ordinary working week.

18.3 An employee who, during a period of relief in another position, satisfactorily performs, in the opinion of the General Secretary, the duties, and assumes the whole of the responsibilities of that position is to be paid by allowance any difference between the

employee's present salary and a rate of pay set at the minimum of the range of pay applicable to the position being relieved in, on a 'total cost employment basis', plus other allowances applicable to that position that the person relieving is not already receiving. Such allowances to include motor vehicle, parking and clothing where applicable.

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

19. UNIFORMS, PROTECTED CLOTHING AND OTHER MATTERS

19.1 Work Clothing

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

19.2 Protective Clothing

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

19.3 Work Materials

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

19.4 Dressing Accommodation

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

20. HOURS OF WORK

20.1 The ordinary hours of work for employees covered by this agreement are 35 hours per week.

20.2 The daily normal contract hours of work for employees covered by this Agreement are seven hours a day, worked Monday to Friday.

20.3 The standard bandwidth commences at 7am and finishes at 7pm.

20.4 Core time is the period during the day when an employee is normally required to be on duty. The standard Core time for all employees is 10am to 4pm.

20.5 Standard hours are set and regular with an hour for lunch and, if worked by the employee under a flexible working hours scheme, would equal the contract hours

required to be worked under the scheme. Standard hours could be full time or part-time.

- 20.6 Urgent Personal Business - Where an employee requires to undertake urgent personal business, appropriate leave or time off may be granted by the General Secretary. Where time off has been granted, such time shall be made up as set out in Subclause 20.8.
- 20.7 Late Attendance - If an employee is late for work, the employee must either take appropriate leave or, if the General Secretary approves, make the time up in accordance with Subclause 20.8.
- 20.8 Making up of Time - The time taken off in circumstances outlined in subclauses 20.6 and 20.7 of this clause must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the employee and the General Secretary.

21. VARIATION OF HOURS

- 21.1 If the General Secretary is satisfied that an employee is unable to comply with the general hours operating in the PSA because of limited transport facilities, urgent personal reasons, community or family reasons, including part time employees, the General Secretary may vary the employee's hours of attendance on a one off, short or long-term basis, subject to the following:
- (a) the variation does not adversely affect the operational requirements,
 - (b) there is no reduction in the total number of daily hours to be worked,
 - (c) the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time,
 - (d) a lunch break of one hour is available to the employee, unless the employee elects to reduce the break to not less than 30 minutes,
 - (e) no overtime or meal allowance payments are made to the employee, as a result of an agreement to vary the hours,
 - (f) ongoing arrangements are documented, and
 - (g) the Unions are consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

22. MORNING AND AFTERNOON BREAKS

- 22.1 Employees may take a 10 minute morning break and a 10 minute afternoon break.

23. NOTIFICATION OF ABSENCE FROM DUTY

- 23.1 If an employee is to be absent from duty, other than on authorised leave, the employee must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.

- 23.2 If an employee is absent from duty without authorised leave and does not provide an explanation of the absence to the satisfaction of the General Secretary, the amount representing the period of absence shall be deducted from the employee's pay.

24. PUBLIC HOLIDAYS

- 24.1 Unless directed to attend for duty by the General Secretary, an employee is entitled to be absent from duty without loss of pay on any day which is:
- (a) a declared public holiday throughout the State, and/or
 - (b) a declared local holiday in that part of the State at or from which the employee performs duty, and/or
 - (c) a day between Boxing Day and New Year's Day, as determined by the General Secretary, in lieu of the August Bank Holiday, as a public service holiday.
- 24.2 An employee required by the PSA to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- 24.3 If a local holiday falls during an employee's absence on leave, the employee is not to be credited with the holiday.
- 24.4 Where the PSA closes down between Christmas and New Year, the PSA will provide employees with two paid Concession Days.

25. FLEXIBLE WORKING HOURS

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

26. COMPASSIONATE LEAVE

- 26.1 Employees are entitled to two days paid compassionate leave for each occasion when a member of the employee's family, or a member of the employee's household:
- (a) contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to their life; or
 - (b) dies.
- 26.2 Compassionate leave may be taken in conjunction with other leave available leave, including family and community services leave and sick leave to care for a family member.

27. TERMINATION OF EMPLOYMENT – INDUSTRIAL STAFF

- 27.1 The following clause shall only apply to Industrial Staff who are permanent employees of the PSA.
- 27.2 Where the PSA has sound grounds for believing the employee's views and attitudes are such that they will not give loyal and co-operative service to the PSA, and the PSA dismisses the employee on these grounds, then the PSA will pay the employee a redundancy payment no less than what the employee would have received if they had been made redundant under Clause 14, Redundancy.
- 27.3 Excluded from the entitlement to a separation payment under this clause are:
- (a) employees on workers' compensation whose claim is based on compensation for termination or employees awaiting determination of claims against the employer for termination of services;
 - (b) employees dismissed on grounds of misconduct or the unsatisfactory performance of duties;
 - (c) employees dismissed on account of the employee's genuine redundancy;
 - (d) employees who resign.

28. MANAGEMENT OF UNSATISFACTORY PERFORMANCE

- 28.1 The PSA must follow the procedures of this Clause before taking disciplinary action, including dismissal, against an employee for unsatisfactory performance.
- 28.2 An employee is entitled to be represented by a person of their choice, including their Union, at any stage of this clause. The General Secretary will advise employees of this right.
- 28.3 Before taking the other measures set out in this clause a supervisor must make every reasonable effort to resolve instances or aspects of an employee's performance which are viewed as unsatisfactory. This includes provision of guidance, support, counselling, appropriate staff development measures and, if considered necessary, variation of work allocation. Only when such efforts fail to rectify the possible unsatisfactory performance should the following formal process be undertaken.

- 28.4 Where the General Secretary forms the view that the performance of an employee is unsatisfactory, the employee will be:
- (a) advised in writing of the deficiencies in performance and the performance standard required, and
 - (b) provided with an opportunity to respond to the concerns and to raise any mitigating circumstances.
- 28.5 If, after the employee has had an opportunity to respond, the General Secretary still has concerns about the employee's performance, the employee will be given a reasonable period of time to improve performance to the standard required. The employee will be advised of any consequences of not meeting the required standard.
- 28.6 Where the General Secretary believes that the employee's performance remains unsatisfactory following the steps set out in sub-clause 28.3, 28.4 and 28.5, the employee will be advised in writing of the deficiencies in performance, and of any further proposed action. The employee will have an opportunity to make a response to the assessment.
- 28.7 The employee will be advised of the decision by the General Secretary.

29. MANAGEMENT OF ALLEGATIONS OF MISCONDUCT OR SERIOUS MISCONDUCT

- 29.1 The PSA must follow the procedures of this Clause before taking disciplinary action, including dismissal, against an employee for misconduct or serious misconduct.
- 29.2 An employee is entitled to be represented by a person of their choice, including their Union, at any stage of this clause. The General Secretary will advise employees of this right.
- 29.3 Where an allegation(s) of misconduct or serious misconduct (serious misconduct is as defined in s.1.07 of the *Fair Work Regulation 2009*) is made against an employee, the General Secretary will provide the employee with the details of the allegation(s) of misconduct or serious misconduct in writing and give the employee an opportunity to respond to the allegation(s) and to raise any mitigating circumstances.
- 29.4 Where an allegation(s) of misconduct have been made against an employee, the General Secretary may direct the employee to be absent from the workplace on full pay pending the resolution of the matter.
- 29.5 The General Secretary will consider the employee's response to the allegation(s) and any other relevant material, and will determine such action as they deem appropriate.
- 29.6 The employee will be advised of the decision by the General Secretary.

30. PERIOD OF NOTICE

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

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

30.2 In addition to this notice, employees aged 45 years and over at the time of the giving of the notice with not less than two years' continuous service, are entitled to an additional week's notice.

30.3 The PSA may give the employee salary in lieu of notice. The period of notice in this clause does not apply in the case of dismissal for serious misconduct, or in the case of fixed term employees, where the period of engagement has expired.

30.4 Provided that by mutual agreement between the parties, an employee after having given notice, may leave the employment prior to the expiration of the notice period and receive salary up to the last hour worked only.

31. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

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

(a) the agreement deals with one or more of the following matters:

- i. arrangements for when work is performed;
- ii. taking of extended leave; and
- iii. taking of annual leave, and

(b) the arrangement meets the genuine needs of the PSA and employee in relation to one or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the General Secretary and employee.

31.2 The General Secretary and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment.

31.3 The General Secretary must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and

(c) result in the employee being better off overall than the employee would be if no arrangement was made.

31.4 The General Secretary must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the names of the PSA and the employee; and
- (c) is signed by the General Secretary and the employee, and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - i. the terms of the Agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - iv. states the day on which the arrangement commences.

31.5 The General Secretary must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

31.6 The General Secretary or the employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the General Secretary and the employee agree at any time in writing.

32. NO EXTRA CLAIMS

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

33. SEVERABILITY

33.1 It is the intention of those covered by this agreement that the agreement contains only permitted matters under the Act.

33.2 The severance of any term of this agreement that is, in whole, or in part, of no effect by virtue of the operation of section 253 of the Act shall not be taken to affect the binding force and effect of the remainder of the agreement.

33.3 To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters.

34. CLASSIFICATION AND RATES OF PAY

34.1

- (a) a new classification structure will be negotiated between the PSA and the unions over the life of this Agreement. The new classification structure will be used for the employment of employees under this Agreement.
- (b) until such time as the new classification structure is negotiated, the status quo shall remain for existing classifications, including in respect to salary arrangements and the process for incremental progression.

34.2 These Common Salary Points (from the *Crown Employees (Public Sector - Salaries 2015) Award* and any subsequent variation to this Award) apply to the employee classifications covered by this Agreement:

Common Salary Point	As at 1 July 2015 Per annum \$
1	23,860
2	25,459
3	26,802
4	28,417
5	30,220
6	32,248
7	34,277
8	36,626
9	38,839
10	41,082
11	41,459
12	41,828
13	42,247
14	42,686
15	43,088
16	43,585
17	44,683

18	45,123
19	45,516
20	45,901
21	46,339
22	46,771
23	47,843
24	48,313
25	48,711
26	49,106
27	49,501
28	49,920
29	50,433
30	50,864
31	51,269
32	51,766
33	52,185
34	52,675
35	53,101
36	53,642
37	54,155
38	54,605
39	55,169
40	55,624
41	56,250
42	56,691
43	57,253
44	57,678

45	58,239
46	58,687
47	59,302
48	59,795
49	60,411
50	60,998
51	61,471
52	62,097
53	62,627
54	63,175
55	63,801
56	64,399
57	64,967
58	65,608
59	66,294
60	66,909
61	67,586
62	68,223
63	69,025
64	69,696
65	70,282
66	71,112
67	71,839
68	72,365
69	73,195
70	73,918
71	74,656

72	75,292
73	76,071
74	76,675
75	77,448
76	78,301
77	78,971
78	79,891
79	80,529
80	81,404
81	82,135
82	83,022
83	83,832
84	84,570
85	85,455
86	86,220
87	87,147
88	88,015
89	88,900
90	89,781
91	90,646
92	91,485
93	92,446
94	93,440
95	94,423
96	95,413
97	96,373
98	97,426

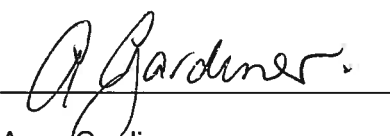
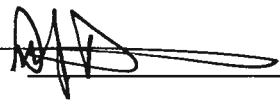


99	98,361
100	99,367
101	100,330
102	101,290
103	102,223
104	103,151
105	104,200
106	105,256
107	106,307
108	107,362
109	108,429
110	109,490
111	110,560
112	111,639
113	112,713
114	113,787
115	114,913
116	116,042
117	117,194
118	118,359
119	119,657
120	120,961
121	122,002
122	123,034
123	124,404
124	125,773
125	127,158

126	128,538
127	129,886
128	131,247
129	132,721
130	134,202

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

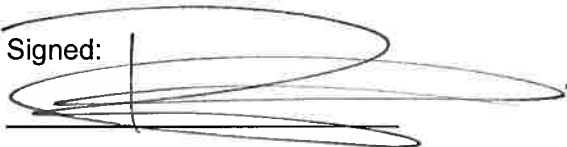
34.4 As at the date of this Agreement, classifications are paid according to the common salary points set out in Schedule A of this Agreement.

35. SIGNATURES

Signed for and on behalf of the PSA.	
Signed:	<p> Anne Gardiner General Secretary Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales 160 Clarence St Sydney NSW 2000</p>
	Date: <u>29.3.16</u>
Witnessed by:	Signature of Witness: 
	Name of Witness (print): <u>AGNES ISSAC</u>
	Address of Witness (print): <u>32 NATCHER CRESCENT</u> <u>GREENFIELD PARK 2176</u>
	AGNES ISSAC Justice of the Peace Reg. No. 160395
	  Date: <u>29 13 2016</u>

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

Signed:



Blake Stephens

Secretary

Industrial Staff Union – PSA of NSW

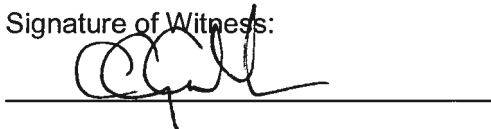
160 Clarence St

Sydney NSW 2000

Date: 30 / 3 / 2016

Witnessed by:

Signature of Witness:



Name of Witness (print):

CIARÁN CULLEN

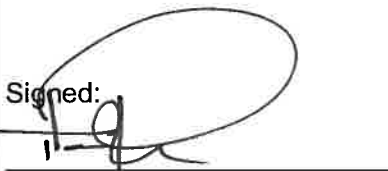
Address of Witness (print):

160 CLARENCE STREET
SYDNEY NSW 2000

Date:

30 / 3 / 2016

Signed:



Thane Pearce

A/President

Industrial Staff Union – PSA of NSW

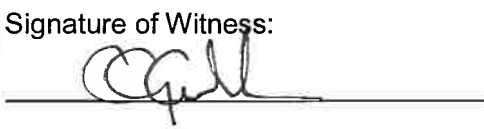
160 Clarence St

Sydney NSW 2000

Date: 30 / 3 / 2016

Witnessed by:

Signature of Witness:



Name of Witness (print):

CIARÁN CULLEN

Address of Witness (print):

160 CLARENCE STREET
SYDNEY NSW 2000

Date:

30 / 3 / 2016

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

Signed:



Graeme Kelly

General Secretary

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

321 Pitt St

Sydney, 2000

Date: 5 / 4 / 2016

Witnessed by:

Signature of Witness:



Name of Witness (print):

Ewan Cole

Address of Witness (print):

Level 7 / 321 Pitt Street

Sydney NSW 2000

Date:

5 / 4 / 2016

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

Signed:



~~Mark Boyd~~ Mel Gatfield

~~General Secretary~~ Assistant Branch Secretary

United Voice NSW Branch

187 Thomas St,

Haymarket, NSW 2000

Date: 4 / 4 / 2016

Witnessed by:

Signature of Witness:



Name of Witness (print):

Harin Pararajasingham

Address of Witness (print):

1/187 Thomas St

HAYMARKET NSW 2000

Date:

4 / 4 / 2016

SCHEDULE A - RATES OF PAY

Classification and Grades	Common salary points
Accountant/ Director/ ICT Manager	116, 120
Manager/ Network Administrator	108, 111
Librarian	96, 99, 103, 107
Senior/ Team Leader	101, 104
Member Development Officer	101, 104
Employee Relations & Governance Officer	95, 98
Building Manager	88, 91, 95, 98
Industrial Advocate	82, 85, 88, 91, 95, 98
Organiser (Regional)	82, 85, 88, 91, 95, 98
Systems Engineer	82, 85, 88, 91, 95
Membership System Administrator	82, 85, 88
Executive Assistant/ Senior Stenographer	82, 85
Project Officer	61, 67, 75, 82, 85
Organiser	61, 67, 75, 82, 85
Advocacy & Case Management Officer	61, 67, 75, 82, 85
Analyst	61, 67, 75, 82, 85
Information Officer	58, 61, 64, 67, 75, 78, 82, 85
Analytics Officer	75, 78
Deputy Senior Stenographer	75, 78
Senior Accounts Officer	75, 78
Computer Support Officer	64, 67, 75, 78
Senior Support Officer	64, 67
Senior Membership Officer	64, 67
Database Report Officer	58, 61
Records Officer-In-Charge	58, 61
Maintenance Officer	61
Accounts Officer	46, 49, 52, 55, 58, 61
Library Technician	46, 52, 58, 64
Membership Officer	46, 49, 52, 55
Support/ Administrative/ Print Room Officer	23, 25, 28, 32, 36, 40, 43, 46, 49, 52, 55, 58, 61
Records Officer	23, 25, 28, 32, 36, 40, 43
Cleaner	29
Caretaker	28, 31

Legacy Grades – relating to permanent staff appointed before 2014 only	Common salary points
Industrial Officer	82, 85, 88, 91, 95, 98, 101, 104
Regional Organiser	82, 85, 88, 91, 95, 98, 101, 104