

ENTERPRISE AGREEMENT

NO: E.A. 255 /1994

DATE REGISTERED: 28-7-94

PRICE: \$ 34-00



PARLIAMENT OF NEW SOUTH WALES  
LEGISLATIVE ASSEMBLY

PARLIAMENTARY ELECTORATE  
OFFICERS

ENTERPRISE AGREEMENT

LEGISLATIVE ASSEMBLY

PARLIAMENT OF NEW SOUTH WALES



## PART 1 - DEFINITIONS

## 3. DEFINITIONS

"Act"	means the Industrial Relations Act 1991.
"Agreement"	means an enterprise agreement or an industrial agreement under the former Act.
"Association"	means the Public Service Association of New South Wales.
"Commission"	means the Industrial Relations Commission of New South Wales.
"Handbook"	means the Personnel Handbook of the Public Service of New South Wales issued by the Department of industrial Relations, Employment, Training and Further Education.
"Industrial Authority"	means the Public Employment Industrial Relations Authority constituted by the Public Sector Management Act, 1988.
"Member"	means a person who is an elected member of the Legislative Assembly of New South Wales.
"Officer"	means and includes all persons employed by the Speaker of the Legislative Assembly of the Parliament of New South Wales as an Electorate Officer.

## PART 2 - PURPOSE OF AGREEMENT

### 4. INTENTION

The purpose of this Agreement is to regulate the terms and conditions of employment previously regulated by the Crown Employees (Parliamentary Electorate Secretaries -Salaries) Award and the Crown Employees (Administrative and Clerical Officers -Salaries) Award and replaces the previous Parliamentary Electorate Staff Enterprise Agreement.

### 5. INCIDENCE

This agreement will apply generally with the following provisions of the Handbook:

Any changes effected to the Handbook during the currency of this agreement will be reviewed upon the expiration of this agreement.

#### DIVISION 1 - GUIDELINES AND PROCEDURES

##### Part 2 - Industrial Authority

Section 8	Proclaimed Local Holidays
Section 9	Contesting State/Federal Elections
Section 10	Observance of Holy Days and Essential Religious Duties
Section 11	Concessional Leave
Section 12	Natural Emergencies and Major Transport Disruptions - Attendance at Work
Section 13	Serving Terms of imprisonment
Section 14	Workers Compensation
Section 15	Loss or Damage to Private Property.

#### Division 2 - Conditions of Employment

##### Part 2 - Determinations and Allowances

Section 9	Remote Areas - Allowances and Travelling on Recreation Leave
-----------	--

## Part 2 - Leave

Section 1	Adoption Leave and Part-time Adoption Leave
Section 2	Extended Leave
Section 3	Leave without Pay and Part-time Leave Without Pay
Section 4	Maternity Leave and Part-time Maternity Leave
Section 5	Military Leave
Section 6	Parental Leave
Section 7	Recreation Leave and Annual Leave Loading
	Part A Recreation Leave
	Part B Annual Leave Loading
Section 8	Short Leave
Section 9	Sick Leave
Section 10	Special Leave
Section 11	Study Leave and Study Time

Division 3 - Conduct and Discipline

## Part 1 - Code of Conduct

Section 1	NSW Public Sector Code of Conduct
-----------	-----------------------------------

## Part 2 - Discipline Guidelines

Section 1	Discipline Guidelines
Section 2	The Discipline Process
Section 3	Punishment
Section 4	Conduct and Discipline - Related Matters
Section 5	Procedures
Section 6	Appeal Procedures
Section 7	Flow Charts
Section 8	Pro-forma Documents

The following provisions of the Handbook WILL NOT apply:

Division 1 - Guidelines and Procedures

## Part 1 - Office of Public Management

Section 1	Recruitment and Employment
Section 2	Appointments
Section 3	Separations from the Service

Section 4	Private Employment
Section 5	Provision of Taxis for Public Servants Working Late at Night
Section 6	Classification and Grading
Section 7	Leave Administration
Section 13	Public Servants Terms of Imprisonment
Section 16	Staff Records Administration

### Division 2 - Conditions of Employment

#### Part 1 - Awards and Agreements

#### Part 2 - Determinations and Allowances

Section 1	Camping and Camping Allowances
Section 2	Composite Allowance
Section 3	Cost of Travel to and From Work
Section 4	First Aid Allowance
Section 5	Forage Allowance
Section 6	Higher Duties Allowance
Section 7	Motor Vehicle Allowances
Section 8	Overseas Travelling Allowances
Section 10	Travelling/Meal Allowance for Public Servants Required to Attend Examinations

#### Part 2 - Determinations - Hours of Duty

Section 1	Hours of Duty
Section 2	Attendance

#### Part 2 - Determinations - Leave

Section 12	Trade Union Activities
------------	------------------------

## 6. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the date of registration and shall remain in force until 1 July 1996 unless varied or terminated earlier in accordance with the provisions of sections 124 and 125 of the Act.

## PART 3 - SALARIES AND ALLOWANCES

### 7. SALARIES

Officers shall be paid the following salaries effective on and from the first pay period falling due after the identified dates as they appear in the schedule of salaries below. These salary rates will apply for the duration of the agreement unless an application to vary or terminate the agreement is lodged by either party under section 124 and 125 of the Act.

As indicated, the increase payable from 1 January 1994 will be backdated to that date and this will form the new anniversary date for incremental purposes for all existing staff.

Electorate Officer. Grade 1:

Age/Years of Service	Previous Salary Level	Increase Payable From 1/1/94	Increase Payable From 1/7/94	Increase Payable From 1/7/95
1st year of service or under 17 years of age	11 612	11 960	12 318	12 688
2nd year of service or at 17 years of age	13 969	14 388	14 820	15 265
3rd year of service or at 18 years of age	16 824	17 329	17 849	18 384
4th year of service or at 19 years of age	17 958	18 497	19 052	19 624
5th year of service or at 20 years of age	19 354	19 935	20 533	21 149
6th year of service or at 21 years of age	19 884	20 481	21 095	21 728
7th year of service	20 722	21 344	21 984	22 644
8th year of service	21 100	21 733	22 385	23 057
9th year of service	21 623	22 272	22 940	23 628
10th year of service	22 423	23 096	23 789	24 503
11th year of service	23 236	23 933	24 651	25 391
12th year of service and thereafter	24 093	24 816	25 560	26 327



Electorate Officer, Grade 2:

Age/Years of Service	Previous Salary Level	Increase Payable From 1/1/94	Increase Payable From 1/7/94	Increase Payable From 1/7/95
1st year of service	30 191	31 097	32 030	32 991
2nd year of service	31 117	32 051	33 013	34 003
3rd year of service	33 548	34 554	35 591	36 659
4th year of service and thereafter	34 607	35 645	36 714	37 815

**8. SPECIAL SALARY SCALE**

Provided that, where a Member certifies in writing that an Electorate Officer, Grade 1 performs under limited, or no supervision and in an on-going manner, the following duties for a majority of time:

- \* research work; and
- \* speech writing; and
- \* interviewing constituents; and
- \* preparing non-routine correspondence

such Electorate Officer may be appointed, or promoted, by the Member, to the following special salary scale:

Age/Years of Service	Previous Salary Level	Increase Payable From 1/1/94	Increase Payable From 1/7/94	Increase Payable From 1/7/95
1st year	26 900	27 707	28 538	29 394
2nd year	27 636	28 465	29 319	30 199
3rd year	28 418	29 271	30 149	31 053
4th year and thereafter	29 277	30 155	31 060	31 992

Progression through the special salary scale is dependent upon the Electorate Officer, Grade 1 continuing to perform such duties for a majority of the officer's time. If any Electorate Officer, Grade 1 ceases to perform the required duties, or performs them for a lesser time, consideration may be given by the Member to reducing the salary to the level appropriate to the work performed, or to retaining the Electorate Officer Grade 1 on his or her current salary.

## 9. COMMENCING SALARIES

### (a) Electorate Officer Grade 1:

University graduates with at least one years office experience or persons with four years or more office experience shall commence on the 9th year of the scale for Electorate Officer, Grade 1.

### (b) Electorate Officer Grade 2:

(i) Persons with at least four years clerical/administrative experience;

(ii) or with special skills such as computer training and/or experience;

(iii) and/or persons with an appropriate tertiary qualification,

may be offered a commencing salary up to the second year rate of the scale for Electorate Officer, Grade 2.

(c) Persons with at least six years clerical/administrative experience may be offered a commencing salary up to the third year rate of the scale for Electorate Officer, Grade 2.

## 10. HIGHER DUTIES ALLOWANCE

Provisions regarding conditions governing eligibility to payment of higher duties allowance are the same as those that apply to the majority of public sector employees and is found within the Handbook, refer to Division 2, Part 2, Section 6. The following clauses are to be read in conjunction with the reference to clauses in the Handbook mentioned in this clause;

- (a) Provided that a period of relief is undertaken for 5 consecutive days or more and provided the officer assumes 100% of the duties associated with the higher position (or part thereof), where a public holiday/s fall within that period of relief the officer will be paid the allowance (or part thereof on a pro-rata basis) for the whole period of time.
- (b) However, where there is an absence of 5 days or more during a period of relief, including public holidays or any other form of approved leave, higher duties allowance will not be paid for that period of absence.
- (c) An Electorate Officer, Grade 1 who acts in a position of Electorate Officer, Grade 2 for 5 working days or more and who, in the opinion of the Member, assumes the whole of the responsibilities of that position during that period shall be paid by allowance any difference between the officer's present salary and the salary to which the officer would be entitled if appointed to that position.

The parties give an undertaking to further investigate issues related to payment of higher duties allowance during the life of the agreement and, should agreement between the parties be reached, consider implementation of any variation to the existing provisions.

## PART 4 - HOURS OF WORK AND OVERTIME

### 11. HOURS OF WORK

The ordinary hours of work shall be 9 a.m. to 5 pm., Monday to Friday, regardless of whether duties are performed at the electorate office or Parliament House, with one hour for lunch. Flexible working hours will not apply.

### 12. OVERTIME

The remuneration prescribed in this Agreement includes payment for all incidents of work including overtime. Work will not be conducted on weekends or public holidays without reasonable prior consultation with the employee or the Public Service Association of NSW.

## PART 5 - POLICY AND PROCEDURES.

### 13. RELIEF ARRANGEMENTS

Where an Electorate Officer is absent for one working day or longer on approved leave (including where an Electorate Officer, Grade 1 relieves in a position of Electorate Officer, Grade 2), relief may be engaged by the Member subject to the following conditions:

- (a) Members are responsible for the selection of relief staff;
- (b) No relief may be engaged while staff are attending word processing or other training courses or in instances where staff travel to Sydney for familiarisation with parliamentary business and;
- (c) Relief staff are paid a daily rate for the number of days worked, calculated by dividing the annual salary for Electorate Officer Grade 1 or 2, by 260.8929 including 1/12th of total earnings on termination.
- (d) Relief staff are not entitled to any paid leave during their period of relief.

### 14. TRAINING

Training will be provided to electorate office staff as per the agreed Parliament House Staff Training and Development Policy subject to the following conditions;

- (a) All efforts will be made to ensure that staff are released from their normal duties to attend training provided sufficient notice has been given of intention and provided the relevant authorities have been obtained.
- (b) Release to attend training will be at the discretion of the Member where that discretion is based on the need to ensure the proper functioning of the electorate office and maintenance of appropriate levels of service.
- (c) Where an application to attend training has been refused, the officer may utilise the grievance and dispute resolution procedures contained within this agreement should they wish to seek further clarification regarding the reasons for refusal.
- (d) The parties agree to investigate further the issue of relief for training purposes during the life of the agreement and should agreement between the parties be reached, consider the implementation of such a system.

## 15. PERFORMANCE MANAGEMENT SYSTEM

The parties agree to investigate further the issue of implementation of a performance management system specifically covering electorate office staff during the life of the agreement and should agreement between the parties be reached, consider implementation of such a system.

## 16. GRIEVANCES AND DISPUTE HANDLING PROCEDURES

- (a) It is agreed between the parties that, wherever possible, informal means will be used to resolve any industrial dispute.
- (b) Should a dispute arise, in the first instance, the employee(s) will notify (in writing or otherwise) the Member, or other appropriate person, as to the substance of the grievance/dispute, request a bilateral meeting to discuss it, and state the remedy sought. A meeting should be held within 48 hours of notification.
- (c) If the matter is not resolved in this meeting, the matter shall be further discussed by the employee(s), and, at their request, the workplace delegate, or other appropriate person, the Member and where practicable, a senior officer of the Legislative Assembly. This should take place within 48 hours of the completion of step (b).
- (d) If the matter remains unresolved, the matter shall be further discussed by the employee(s), and, at their request, the workplace delegate, or other appropriate person, the Member and a more senior management representative. This should take place within 48 hours of the completion of step (c).
- (e) If the matter remains unresolved and the employee(s) is/are union member(s), it should be discussed/negotiated between representatives of the State Branch of the union and the Clerk or the Speaker (or both) of the Legislative Assembly. If the employee is not a member of the union they may nominate a person to act on their behalf. These actions should take place as soon as it is apparent that the earlier discussions will not resolve the grievance/dispute. In addition, in the case of a grievance, if the matter has not been resolved at the conclusion of this stage of discussions, the employer must provide a written response to the grievance, including reasons for not implementing any proposed remedy.
- (f) A matter relating to the conditions of employment fixed by this Agreement may be submitted by one or the other of the parties when all other steps have been exhausted in sub-clauses (a) to (e) above, to the relevant industrial tribunal which may exercise its functions under the Industrial Relations Act 1991.

- (g) Where the issue in dispute relates to a change of a work or management practice, the pre-existing practice shall be allowed to continue until the issue has been finally resolved. Neither party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub-clause.

## PART 6 - TERMS AND CONDITIONS OF EMPLOYMENT

### 17. LEAVE

- (a) All leave for Electorate Officers will be in accordance with the Personnel Handbook of the New South Wales Public Service. Refer to the Incidence Clause 5 of this agreement for an explanation.
- (b) All officers working under job-share arrangements are eligible to the leave entitlements, contained within this clause, which will accrue on a pro-rata basis.
- (c) Officers shall be eligible, after completion of each 12 months of service, to recreation leave in the following amount;
- (i) 4 weeks (accrued at the rate of 1.66 days per month) in addition to any public holiday occurring during such period of recreation leave.
  - (ii) for officers working in areas designated as "Western Division", 5 weeks (accrued at the rate of 2.08 days per month)
- (d) An amount of leave may be taken, on a pro-rata basis, within the first 12 months of service and during each 12 months of service thereafter, where a sufficient amount of leave has been accrued up to the date upon which the leave is to be taken.
- (e)
- (i) Recreation leave accrued and not taken shall be allowed to accumulate to a maximum of 40 working days
  - (ii) Except as provided for below, all leave in excess of the maxima shall be forfeited.
  - (iii) Where, owing to an emergency or in consideration of electorate office operational requirements, an officer is not able to take the recreation leave applied for or accrues leave in excess of the prescribed maximum, application may be made to the Speaker for conservation of leave in excess of the maximum accrual.

- (f) Electorate Officers are entitled to 15 days paid sick leave per year which accrues from year to year where the entitlement is renewed each calendar year.

## 18. TERMINATION

- (a) Electorate Office staff are employed by the Speaker of the Legislative Assembly.
- (b) An Electorate Officer's services may be terminated by the giving of 2 weeks notice by either the Speaker, being the employer, or the individual officer or upon the end of the term of office of the Member for whom the officer works.
- (c) Termination of service other than by way of resignation or voluntary withdrawal of service may only be made by the Speaker of the Legislative Assembly.

## 19. SEPARATION FROM SERVICE PROVISIONS

At general election time, or upon a seat in the Legislative Assembly becoming vacant for any reason, every endeavour will be made to retain the services of currently employed Electorate Officers having regard to the wishes of each incoming Member.

Where an officer's services are terminated (other than at the officer's own request or where the officer is found guilty of a breach of discipline), the following redundancy arrangements are to apply:

- (a) Basis of entitlement

Electorate Officers whose services are terminated in circumstances where the relevant Member of the Legislative Assembly has ceased to hold office for any reason and provided that;

- (i) the Electorate Officer continues to work at the existing location and the incoming Member notifies the Speaker of the Legislative Assembly, within three months of the declaration of the poll, of his/her intention not to continue with the existing working arrangements, or
- (ii) the officer continues to work for the incoming Member and,
- (1) after the expiration of two months and before the expiration of the third month from the date of the declaration of the poll, and
- (2) to that date the member has not given to the officer/s a clear indication regarding an offer to continue employment, and

- (3) the officer identifies that they can no longer continue with the existing arrangements, and that they notify the Speaker of the Legislative Assembly of this, they shall be entitled to separation payments as provided hereunder in sub-clause (b), however,
- (iii) should an offer of employment be made and the Electorate Officer declines to accept the offer on grounds other than those identified above and this voluntary withdrawal of service is either before the third month or after the third month, it shall be treated as voluntary resignation and so not attract an entitlement to payment of the separation provisions.
- (b) Separation payments
- (i) Four weeks notice PLUS,
- (ii) Severance pay at the rate of 2 weeks salary per year of continuous service to a maximum of 26 weeks salary; PLUS,
- (iii) The benefit allowable as a contributor to a superannuation fund (see Clause 19(e) below); PLUS,
- (iv) Pro rata annual leave loading in respect of leave accrued at the date of termination; PLUS,
- (v) The monetary value of any accrued recreation and extended (long service) leave due upon termination.
- (c) Exclusions

Excluded from entitlement to separation payments are:

- (i) Relief Electorate Officers;
- (ii) Electorate Officers on workers' compensation whose claim is based on compensation for termination or officers awaiting determination of claims against the employer for termination of services;
- (iii) Electorate Officers subject to termination on the grounds of misconduct or unsatisfactory service;
- (iv) Electorate Officers who resign for any reason other than in circumstances envisaged in (a)(i) or (a)(ii) above;
- (v) Electorate Officers whose appointments were facilitated by way of leave without pay from the Public Service (on the basis that they will return to employment in the Public Service upon displacement);



- (d) Repayment of separation monies
- (i) Electorate Officers who have received payment of monies in consideration of separation from the service, do so on the understanding that they are liable to reimburse the employer, being the Speaker of the N.S.W. Legislative Assembly, all or part thereof (on a pro-rata basis) any sum paid where they are reappointed to another position as an Electorate Officer or to any other position in Crown employment.
- (e) Superannuation Fund entitlements

The Fund entitlements for contributors under (b)(iii) above will be as follows:

- (i) Officers who are contributors to either the State Authorities Superannuation Scheme (SASS) or the State Superannuation Fund (SSF) who are eligible for separation payments in accordance with paragraph (b) shall be regarded as having been retrenched, as defined in the State Authorities Superannuation Act 1987, for the purpose of determining their entitlements to benefits under those schemes.
- (ii) Officers who are contributors to either of those schemes who are not eligible for separation payments in accordance with paragraph (b) shall be regarded as having resigned for the purpose of determining their entitlements benefits under those schemes.

## 20. GOVERNMENT AND RELATED EMPLOYEES TRIBUNAL ACT

Notwithstanding anything contained in this Agreement, the provisions of the Government and Related Employees Appeal Tribunal Act shall continue to apply.

## PART 6 - DECLARATION.

The parties to this Agreement declare that it:

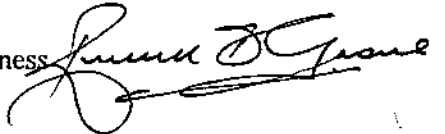
- (i) is not contrary to the public interest;
- (ii) is not unfair, harsh or unconscionable;
- (iii) was not entered into under duress;
- (iv) is in the interests of the parties.

THIS AGREEMENT IS MADE AT SYDNEY ON THE 11<sup>th</sup> DAY OF May 1994

Signed for and on behalf of the Speaker



Signature

Witness 

Printed Name and Occupation

KEVIN RICHARD ROZZOLI M.P.  
SPEAKER OF THE LEGISLATIVE  
ASSEMBLY

Printed Name and Occupation

RUSSELL DAVID GROVE  
CLERK OF THE LEGISLATIVE  
ASSEMBLY

Signed for and on behalf of the Public Service Association of NSW

Signature



Witness



Printed Name and Occupation

MAURIE O'SULLIVAN  
PRESIDENT  
PSA OF NSW.

Printed Name and Occupation

JANET GOOD  
GENERAL SECRETARY