

# **State Service Accumulated Leave Scheme**

## **August 2009**

1. **TITLE**

The scheme is to be known as the State Service Accumulated Leave Scheme (SSALS).

2. **SUMMARY OF SCHEME**

The SSALS allows Heads of Agency to approve Plans under which participating employees will, by taking a reduction in normal salary for a given period, become entitled at the end of that period to a pre-determined amount of special ("accumulated") leave during which they will be paid salary at the same reduced rate.

3. **INTERPRETATION**

The conditions and administrative arrangements in the SSALS are to be administered in conjunction with the *State Service Act 2000*, the State Service Regulations 2001, relevant Awards, Industrial Agreements, and Ministerial Directions.

**'accumulated leave'** means the period of time that is accumulated under the Plan as leave during a work period.

**'leave period'** means the period specified in a Plan when a participating employee is absent from work on accumulated leave.

**'normal salary'** means the salary that would be paid to a participating employee if that person was not participating in a Plan and includes salary expressed as an annual rate, fortnightly rate, weekly rate, daily rate or hourly rate. It includes all allowances that are paid as an annual rate, fortnightly rate, weekly rate, daily rate or hourly rate but not overtime payments and shift work penalty rates unless they are paid as a component of a annualised rate.

**'operational requirements'** means the need to ensure that the Agency is to be operated as effectively, efficiently and economically as possible.

**'participating employee'** means an employee whose election to participate in a Plan has been approved by their Head of Agency.

**'Plan'** means an arrangement in the SSALS consisting of a specified work period followed by a specified leave period.

**'work period'** means the period specified in a Plan when an employee is at work.

#### 4. PLANS

The SSALS consists of arrangements known as Plans. For example:

Work Period	Percentage of Normal Salary payable during the period of the Plan	Leave Period
Four Years	80% "The Four over Five Year Plan"	One Year
Three Years	75% "The Three over Four Year Plan"	One Year
Twenty Months	83.3% "The 20 over 24 Month Plan"	Four Months
Eighteen Months	75% "The 18 over 24 Month Plan"	Six Months
Forty Eight Weeks	92.3% "The 48 over 52 Week Plan"	Four Weeks
Forty Weeks	76.9% "The 40 over 52 Week Plan"	Twelve Weeks
(Other Plan) "A"	$\frac{B}{A+B} \times \frac{100}{1} = \text{.....}\%$ (to one decimal place)	(Other Plan) "B"
..... Years	Year	..... Year
..... Months	The.... over..... Month Plan"	..... Months
..... Weeks	Week	..... Weeks

#### 5. APPLICATION OF SSALS

- 5.1 The Head of an Agency, after considering the operational requirements of the Agency, determines whether any Plan or Plans are to be available to employees in the Agency.
- 5.2 A Head of an Agency may make any Plan or Plans available to employees in that Agency or an employee or employees can request the Head of Agency that a Plan be made available to them.
- 5.3 A Plan may be made available to any permanent employee (full or part-time) including an employee who works shifts. A Plan may be made available to any fixed-term employee the term of whose contract of employment is sufficient to cover the period of the plan.

5.4 The Head of Agency determines:

- whether one or more Plans will be made available to all or only some of the employees;
- whether particular Plans will be made available to particular categories of employees;
- whether quotas will apply to the number of employees who may participate in a Plan, and whether quotas will apply to any category of employees;
- the selection arrangements where quotas are imposed; and
- the commencement date of any Plan.

5.5 Where an employee participating in a Plan is promoted, transferred, seconded or otherwise moved either into another Agency or within their own Agency the Head of the Agency in which the employee is thereafter employed will, after consultation with the employee and taking into account the operational requirements of the Agency, determine whether or not the employee is able to continue on their Plan.

5.6 If the Head of Agency determines under clause 5.5 that the employee is not able to continue on their Plan, the Head of Agency may forthwith terminate the employee's Plan whereupon the employee becomes entitled to a period of accumulated leave which bears the same proportion to the total leave period of the Plan as the period worked under the Plan bears to the total work period, to be remunerated at the percentage of normal salary payable during the period of the Plan. The employee may apply to the Head of Agency at any time to take that leave, and it shall be granted as soon as can be, consistent with the operational requirements of the Agency.

## **6. HOW TO PARTICIPATE IN SSALS**

- 6.1 Where the Head of an Agency offers a Plan to an employee the employee may elect to participate in the Plan by lodging an election in writing with the Head of Agency in any form which the Head of Agency may approve.
- 6.2 The Head of the Agency may accept or reject an election to participate made in accordance with clause 6.1.
- 6.3 The Head of Agency will notify the employee in writing if the employee's election has been disapproved.
- 6.4 Where the employee's election is approved, the Head of Agency will endorse approval on the form of election which was lodged by the employee, and will provide the employee with a copy of that endorsed form.
- 6.5 An employee's election under cl.6.1 does not entitle the employee to participate in a Plan until it is approved by the Head of Agency in accordance with clause 6.4.
- 6.6 A participating employee wishing to withdraw from a Plan must apply in writing to their Head of Agency who may refuse the application if he considers such refusal to be reasonably required to meet the operational requirements of the Agency.

## **7. CONDITIONS AND ADMINISTRATIVE ARRANGEMENTS**

### **7.1 Work Period to be completed prior to Period of Leave**

The work period specified in a Plan must be completed before a participating employee can commence the leave period specified in that Plan.

### **7.2 Suspension of Plan**

The Head of Agency on the application of the employee or otherwise can in writing suspend a Plan where the Head of Agency considers that to do so is reasonably required to meet the operational requirements of the Agency. Suspension may occur either during the work period or the leave period of the Plan, and will be for such period as may be specified by the Head of Agency in the instrument by which the Plan is suspended.

### **7.3 Accumulated Leave**

Accumulated leave is to be managed in accordance with any legislative requirements and with any guidelines which may be issued by the relevant Head of Agency which are not inconsistent with the SSALS.

A record is to be kept to show at all times the exact amount of the accumulated leave for each participating employee.

On withdrawal from a Plan, the accumulated leave is to be taken immediately or either wholly or in part at a later time approved by the Head of Agency, at the percentage of normal salary payable during the period of the Plan. It is not to be paid out unless the participating employee's employment ends.

Where a participating employee moves to another Agency the exact amount of the accumulated leave and salary for that employee is to be transferred to that Agency not later than twenty working days after the date of movement.

#### **7.4 Payment during the Leave Period**

During the leave period the participating employee will receive salary at the percentage of normal salary payable during the period of the Plan. Normal employment conditions will apply as if the employee was on annual leave. An employee may, on request, receive a lump sum payment in either one or two instalments.

#### **7.5 Salary Progression**

Salary progression will continue throughout the period of a Plan.

#### **7.6 Superannuation**

Superannuation contributions are to be paid throughout the period of a Plan and in accordance with the rate of salary applicable under the Plan.

It is the responsibility of a participating employee to obtain any personal superannuation advice from the Retirement Benefits Fund Board or from the employee's own adviser (s).

A participating employee's superannuation contributions (where the employee is a contributor to a superannuation scheme other than Retirement Benefits Fund) and entitlements depends upon the employment arrangements for that employee.

An Agency's superannuation responsibilities and financial obligations for participating employees depends upon the nature of the employment arrangements for each participating employee.

#### **7.7 Other Compulsory Deductions from Pay**

Compulsory deductions from pay will be made throughout the period of a Plan.

("Compulsory deductions" include garnishees, salary attachments, court orders, etc.)

**7.8 Voluntary Deductions from Pay**

Voluntary deductions from pay (including life insurance premiums, private health fund premiums, union membership fees etc) made by the Agency at the request of an employee will continue throughout the period of the Plan.

**7.9 Administrative Records**

An Agency administering a Plan must maintain proper separate records of accruals based upon that Plan.

**7.10 Recreation Leave**

Recreation leave entitlements accrue throughout the period of the Plan and will be taken otherwise than during the leave period of a Plan at the percentage of normal salary payable during the period of the Plan. Whenever taken, entitlements will be deducted from credits in the normal manner.

**7.11 Personal Leave**

Personal leave entitlements taken during the period of a Plan will be taken at the rate of salary applicable under the Plan and will be deducted from credits in the normal manner.

Personal leave entitlements will accrue throughout the period of the Plan and access to those entitlements will be in accordance with any relevant Award provisions.

**7.12 Parental Leave**

Where a participating employee is absent on parental leave, either within the work period of a Plan or during the leave period, the employee's participation in the Plan is not affected by that parental leave. Salary arrangements established by the Plan apply during maternity or adoption leave.

**7.13 Other Leave**

Payment of all other leave entitlements (including leave on account of special circumstances, bereavement leave, leave of absence – on reduced pay, with or without pay, Defence Force leave, leave for jury service, leave in lieu of overtime, etc) taken during the currency of a Plan will be at the rate of salary applicable under the Plan. Such entitlements will when taken be deducted from credits in the normal manner, and are to be taken otherwise than during the leave period of a Plan.

**7.14 Long Service Leave**

Long service leave is provided for in the *Long Service Leave (State Employees) Act 1994*.

Long service leave entitlements accrue throughout the work period of a Plan. The leave period is not to be regarded as a period of employment in calculating length of employment for the purposes of the Act, but is not to be taken as interrupting the continuous employment of a participating employee. Long Service leave entitlements are to be taken otherwise than during the leave period of a Plan.

Where a participating employee is absent on long service leave in the work period of a Plan the employee's participation in the Plan is not postponed for the duration of that long service leave, and salary is to be paid at the rate of salary applicable under the Plan.

**7.15 State Service Holidays (Public Holidays)**

The leave period of a Plan is to be extended by the number of State Service holidays (public holidays) falling within it.

**7.16 Workers Compensation**

A Plan is to be suspended during any period of incapacity for which the worker is entitled to compensation under the provisions of the *Workers Rehabilitation and Compensation Act 1988*, effective from the day before the commencement of the period of incapacity and terminating upon the last day of the incapacity. Upon suspension of a Plan in accordance with this provision, the employee reverts to normal salary entitlement.

**7.17 Cessation of Employment**

Where a participating employee ceases to be employed in the State Service, the Plan will thereupon terminate and the Head of the Agency will pay in one lump sum to that former employee, or to that person's estate, the exact amount of that former employee's accumulated leave entitlement less the prescribed income tax and any other compulsory deductions not later than twenty working days after termination.

**CONTACT DETAILS**

Public Sector Management Office, Department of Premier and Cabinet.

Phone: 03 6232 7040

Fax: 03 6233 2412

Email: [psmo@dpac.tas.gov.au](mailto:psmo@dpac.tas.gov.au)



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