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fact sheet

Telstra Leave – Personal, Carers, Sick and Bereavement

As part of ongoing negotiations with Telstra, the CEPU sought during 2002 to have all half pay sick leave credits converted to full pay thereby increasing the annual accrument of sick leave (full days) from 10 days to 15 days.

The CEPU succeeded in reaching agreement with Telstra to seek a consent variation to the Telstra General Conditions Award (TGC Award) to enable the conversion to occur. The variation was heard in the Australian Industrial Relations Commission on the 31st January 2003 and the orders to change the TGC Award were issued on the 12th February 2003. The new conditions came into force from 13th February 2003.

The new clause had the effect of:

- converting all existing half pay sick leave to full pay i.e. 2 half days equals 1 full day sick leave
- increasing the pool of leave available to staff for sick and carer's leave from 10 full days and 10 half days to 15 full days per annum
- removing bereavement leave from the sick and carer's leave pool in accordance with current practices within Telstra and providing for a maximum of three days paid leave per annum on the occasion of the death of a member of the employees immediate family (see clause 25.5)

Members should be aware that sick leave and carers leave is an Award entitlement and provides for up to five days paid leave per year without medical or other supporting evidence (see Telstra General Conditions (TGC) Award Clause 25.4.1 for full details).

Any questions? Speak to our local union delegate or call your union office

For members' information a copy of the new TGC Award Clause for Personal/Carers, Sick Leave and Bereavement Leave is provided below.

25. PERSONAL/ CARERS LEAVE

25.1 Personal carer's leave

25.1.1 Personal/Carers leave will comprise an entitlement of 15 days sick leave on full pay on the date of commencement of full time/part time (subject to Clause 8.2.2(c)) employment and on completion of each 12 month period of service thereafter.

25.1.2 Paid personal/carers leave is available for absence:

25.1.2(i) Due to personal illness or injury (See clause 25.2);

25.1.2(ii) Where an employee is required to care for an immediate family or household member who is sick. A maximum of 5 days paid leave per year which is to be taken from, and is not additional to, the 15 days of paid leave per year specified in clause 25.2.2(i) (See clause 25.3);

25.1.3 The entitlement to use carers leave under this clause is subject to the person in respect of whom the leave is being taken being either:

- a member of the employee's immediate family; or
- a member of the employee's household.

25.1.3(i) The term immediate family includes:

- a spouse, and a former spouse, of the employee; and
- a child or an adult child (including an adopted child, a stepchild or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

25.1.3(ii) A member of the employee's **household** means:

- A person who normally lives at the same residence as the employee.

25.1.4 In the event that the current year's aggregate personal/carers leave is exhausted, employees may access their accumulated sick leave for personal sick leave, and carers leave (subject to a total cap of 5 days per annum).

25.1.5 Employees who have accrued any half days personal leave as at 31 January 2003 will have such accrued personal leave converted to full days on a pro rata basis.

25.2 Personal sick leave

25.2.1 Subject to clause 25.4, in the case of illness, an employee, on production of satisfactory medical or other supporting evidence, will be entitled to paid sick leave in accordance with this clause.

25.2.2 An employee is entitled to the following amount of paid sick leave for absence due to personal illness or injury. Subject to clause 25.2.3, these entitlements are cumulative.

	Leave on full pay (working days)
On date of commencement of full time/part time (subject to Clause 8) employment	15
On completion of twelve months service	15
On completion of each additional twelve months service	15

25.2.3 Sick leave entitlements which are untaken at the completion of the year shall accumulate on the following scale:

25.2.3(i) Previous years' untaken accumulated sick leave, plus

25.2.3(ii) The balance of personal carers leave, provided that such remaining personal/carers leave does not exceed 15 days leave on full pay less any personal sick leave or carers leave taken by the employee during the year.

25.2.4 Sick leave taken by an employee in accordance with this clause is deducted from the amount of aggregated personal/carers leave.

25.2.5 Sick leave used by an employee on a public holiday which but for the sick leave they would have observed will not be debited.

25.2.6 The maximum period of paid sick leave allowable in respect of any continuous absence through illness will be 52 weeks.

25.2.7 Where any employee has exhausted all leave allowable with pay, the employee may be granted sick leave without pay.

25.2.8 In respect of any continuous period of absence, sick leave with and without pay shall not exceed a total of 78 weeks.

25.2.9 If an employee is ill while on annual leave for at least one day and produces satisfactory medical evidence, the employee will be entitled to have the period of illness during the annual leave debited against their sick leave entitlement and to take the period of annual leave during which they were sick at another time fixed by Telstra within twelve months.

25.3 Carers leave

25.3.1 Subject to clause 25.4, an employee with responsibilities in relation to members of either their immediate family or household is entitled to use up to a maximum of five days per annum of their aggregate personal/carers leave entitlement to provide care and support for such persons when they are ill, on production of satisfactory medical or other supporting evidence.

25.3.2 Where practicable, the employee must give prior notice of the intention to take carers leave, or otherwise notify of such absence at the first opportunity on the day of absence.

25.4 Supporting evidence of sick leave and carers leave

25.4.1 An employee will be entitled to up to a total of five days paid leave for sick leave and carers leave purposes in any sick leave year without medical or other supporting evidence. However, medical or other supporting evidence must be provided where a period of sick leave exceeds three consecutive days, or an employee's supervisor requests medical or other supporting evidence within a day of an employee resuming work.

25.4.2 If an employee's supervisor does request medical or other supporting evidence and an employee has not sought medical evidence during absences of up to a total of five days in any sick leave year, a statutory declaration describing the illness will be satisfactory supporting evidence.

The provisions of clauses 25.4.1 and 25.4.2 do not apply in cases of personal sick leave during annual leave.

25.5 Bereavement leave

25.5.1 An employee is entitled to a maximum of three days paid bereavement leave per annum on the occasion of the death of a member of the employee's immediate family or household, as defined in sub clauses 25.1.3 (i) and (ii).

25.5.2 Bereavement leave (three days) is non-cumulative.

25.5.3 If Telstra so requests, the employee attesting to the death must produce evidence.

25.5.4 In the event that the current year's bereavement leave is exhausted, employees can take leave without pay, with the approval of their manager, for the purposes of bereavement leave (subject to a total cap of three days without pay per annum).