

# CROWN EMPLOYEES (AUDIT OFFICE) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(Case No. 181273 of 2019)

Before Chief Commissioner Kite

21 June 2019

## AWARD

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## PART A

### 1. Title

This Award shall be known as Crown Employees' (Audit Office) Award 2019.

## 2. Definitions

"Accumulation" means the accrual of leave or time. In respect of weekly study time accumulation means the aggregation of short periods of weekly study time which is granted for private study purposes.

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

"Auditor-General" refers to the person appointed to the position of Auditor-General as specified by the *Public Finance and Audit Act 1983*.

"Audit Office" means The Audit Office of New South Wales, a statutory authority established under the *Public Finance and Audit Act 1983*.

"Award" means this Award made in accordance with the *Industrial Relations Act 1996*.

"Birth" means the birth of a child and includes stillbirth.

"Business Unit Leader" means an employee whose responsibility is to lead a Business Unit of the Audit Office as determined by the Auditor-General.

"Casual Employee" means any employee engaged to carry out work: that is irregular or intermittent, or to be undertaken on a short-term basis in a part of the Audit Office with a flexible workload, or in a position for a short period pending the completion of the selection process for the position, or that is urgent work or to deal with an emergency.

"Classification" means a group of roles with common remuneration arrangements.

"Commission" means the New South Wales Industrial Relations Commission.

"Competency Zones" means the structure that will apply within each remuneration band for Audit Professional employees, Corporate Professional employees and Corporate Administration employees.

"Continuous Service" has the meaning given by the Auditor-General's Determination 1 dated 27 June 2013. Under this determination an employee's employment is continuous in relation to a period if an employee remains employed for the whole period and the employee is taken to remain employed by the employer for the whole of any period even if, during that period, the employee ceases to be employed by the employer on the grounds of retrenchment or reduction of work but is re-employed by the employer within the next 12 months.

"Contract hours" for the day for a full time employee, means one fifth of the full time ordinary working hours. For a part time employee, contract hours for the day means the hours usually worked on the day.

"Corporate Professional" means employees who are employed at Corporate Professional Levels A or B.

"Corporate Administrative" means employees who are employed at Corporate Administrative Levels 1 to 4

"Daily rate" or "Rate per day" means the rate payable for 24 hours, unless otherwise specified.

"Deputy Auditor-General" refers to the person appointed to the position of Deputy Auditor-General as specified by the *Public Finance and Audit Act 1983*.

"Employee" means a person permanently or temporarily employed either as a full time or part time employee, in any capacity under the provisions of this Award, and includes a person on probation.

"Expected date of birth" in relation to an employee who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the employee to give birth as a result of the pregnancy.

"Extended leave" means extended (long service) leave to which an employee is entitled under the provisions of the Auditor-General's Determination 1 dated 27 June 2013.

"Full pay or half pay" means the employee's ordinary rate of pay or half the ordinary rate of pay respectively.

"Full-time employee" means an employee whose contract hours are equivalent to the full-time contract hours for the classification.

"Half day" means half the contract hours for the day.

"Industrial action" means industrial action as defined in the *Industrial Relations Act 1996*.

"Manager" means the person immediately responsible for the area in which an employee is employed or any other employee authorised by the Business Unit Leader to fulfil that role.

"Market Benchmarking" means the regular independent process of reviewing remuneration levels for each classification against market information from similar levels in the relevant market.

"Normal work" means, for the purposes of clause 14, Industrial Dispute Settlement Procedure of Part A, the work carried out in accordance with the employee's position or job description at the time the grievance or dispute was notified by the employee.

"On duty" means the time required to be worked for the Audit Office. For the purposes of subclause 5.1, Trade Union Activities Regarded as On Duty of Annexure 3, on duty means the time off with pay given by the Audit Office to the Association delegate to enable the Association delegate to carry out legitimate Association activities during ordinary work hours without being required to lodge an application for leave.

"On loan" means an arrangement between the Audit Office and the Association where an employee is given leave of absence from the workplace to take up employment with the employee's Association for a specified period of time during which the Association is required to reimburse the Audit Office for the employee's salary and associated on-costs.

"Ordinary hourly rate of pay" means the hourly equivalent of the annual rate of pay of the classification calculated using the formula set out in subclause 2.1, Casual Employment of Annexure 3.

"Overtime" is defined in subclause 10.3 of Part A.

"Pay Points" means incremental remuneration levels within the Audit Professional Level A remuneration bands.

"Part-time position" means a designated part-time position and, unless otherwise specified, includes any position which is filled on a part-time basis.

"Part-time employee" means an employee whose contract hours are less than the full-time hours.

"Percentile" means a point within a remuneration band expressed as a percentage of that band.

"Place of employment" means 201 Sussex Street, Sydney or at other locations, either on a temporary or permanent basis, to which the Audit Office's premises is relocated from time to time.

"Place of work" means any destination required for work purposes.

"Professional qualifications" means full membership of Chartered Accountants Australia and New Zealand or CPA Australia or, for Performance Audit employees, appropriate agreed equivalent qualifications.

"Public Holiday" means a day proclaimed under the *Public Holidays Act 2010*, as a bank or a public holiday. This definition does not include a Saturday which is such a holiday by virtue of section 4 of that Act, and 1 August or such other day that is a bank holiday instead of 1 August.

"Recall to duty" means those occasions when an employee is directed to return to duty outside the employee's normal working hours.

"Relief employee" means a person employed on a temporary basis to provide relief in a position until the return from authorised leave of the substantive occupant or in a vacant position until it is filled substantively.

"Remuneration" means Total Remuneration Package (TRP) which is expressed as the total of base pay, superannuation guarantee contribution and annual leave loading.

"Remuneration Assessment" means the process for determining remuneration levels for individual employees on a basis that fairly reflects their performance and contribution.

"Remuneration Band" means the range of remuneration between the minimum and maximum levels for a particular classification.

"Residence", in relation to an employee, means their ordinary and permanent place of abode.

"Role" means the title given to groups of employees having similar responsibilities and accountabilities.

"Role Responsibilities" means the list of responsibilities and accountabilities attributed to each role.

"Replacement role" means a role identified in subclause 5.6 of Part A, as a Corporate Administrative role that, on the resignation or promotion of the employee filling that role at the date of registration of this Award, is replaced by an equivalent role governed by this Award.

"Seasonal employee" means a person employed on a temporary basis for less than three months to meet seasonal demands which cannot be met by employees already employed by the Audit Office and which, because of their seasonal nature, do not justify employment of employees on a long-term basis.

"Secondment" means an arrangement agreed to by the Audit Office, the employee and another public service Department, a public sector organisation or a private sector organisation which enables the employee to work in such other organisation for an agreed period of time and under conditions agreed to prior to the commencement of the period of secondment.

"Service" means continuous service for remuneration purposes.

"Standby" means an instruction given by the Business Unit Leader to an employee to be available for immediate contact in case of an authorised call-out requiring the performance of duties.

"Study Time" means the time allowed off from normal duties on full pay to an employee who is studying for a professional qualification or for an approved post graduate qualification.

"Trade Union or Union" means a registered trade union, as defined in the *Industrial Relations Act 1996*.

"Trade Union Delegate" means an accredited Association delegate responsible for his/her workplace; and/or a person who is elected by the Association as its representative, an executive member or a member of the Association's Council.

"Trade Union Official" means a person who is employed by the Association to carry out duties of an official in a permanent or temporary capacity, including elected full-time officials and/or employees placed on loan to the Association for an agreed period of time.

"Undergraduate studies" means, as a minimum, a standard accounting degree recognised by Chartered Accountants Australia and New Zealand or CPA Australia, for acceptance into their student program for progression towards a professional qualification as defined by this Award.

"Workplace" means the whole of the organisation or, as the case may be, a branch or section of the organisation in which the employee is employed.

"Workplace Management" means the Auditor-General or any other person authorised by the Auditor-General to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the organisation or part of the organisation.

### **3. Statement of Intent**

The purpose of the Award is to provide a framework that allows the Audit Office to meet its specific business needs as well as the needs of its employees. It also enables those employees to be appropriately rewarded for their contribution and provides flexibility in their employment arrangements and conditions. The Award was developed using a co-operative and consultative approach to negotiations by the parties.

### **4. Parties**

4.1 The parties to this Award are:

4.1.1 The Audit Office of New South Wales

4.1.2 Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales on behalf of the employees of The Audit Office of New South Wales.

### **5. Basis of Employment and Remuneration**

5.1 Basis of Employment

5.1.1 The employment of Audit Office employees is subject to Section 33B of the *Public Finance and Audit Act* 1983. Consequently they are appointed at the discretion of the Auditor-General.

5.1.2 It is the intention of the parties to this Award that the Audit Office's recruitment policy will indicate the steps to be taken to determine the availability of skills, expertise or experience within the Audit Office prior to the initiation of any external recruitment. Appointment to a position at the Audit Office will involve a three month probationary period or such period as the Auditor-General directs. The probationary period applies to all employees.

5.1.3 Subject to Section 33B of the *Public Finance and Audit Act* 1983, the Auditor-General will, wherever possible, follow the management practices relating to termination and dismissal prescribed in legislation that affects NSW employers.

5.1.4 A temporary employee may be directly appointed to a permanent position if the employee has filled that position for two years on a temporary basis and was initially recruited under merit selection.

5.1.5 Resignation - two weeks' notice in writing is required unless the Audit Office agrees to a lesser period of notice.

5.1.6 Termination of employment- two weeks' notice shall be given to an employee, or, in lieu of notice, the Audit Office may grant payment in lieu.

5.2 Basis for Calculating Remuneration

The basis for calculating remuneration for employees is Total Remuneration Package ("TRP") which is the total of base pay, including leave loading and compulsory superannuation guarantee contributions.

For employees in defined benefit superannuation funds the superannuation guarantee contribution component will be deducted from the TRP to determine salary, and the current employer superannuation contribution requirements will continue to be made as required.

### 5.3 Broad Remuneration Bands

The remuneration band for each role as set out in Tables 1 and 2 of Part B, is informed by relevant market factors (e.g. position at the 25th percentile of the Finance and Accounting Market or General Market) and organisational factors (such as relativities, role criticality and historical assessments).

### 5.4 Variations to Remuneration Bands

Variations to the Remuneration Bands are effective from the beginning of the first full pay period to commence on or after 1 July 2018 for a 2.5% increase.

### 5.5 Appointment and Progression

5.5.1 Auditors and Analysts will be placed at the relevant pay point in the relevant remuneration band in accordance with Annexure 1. Other employees may be appointed at any TRP within the relevant remuneration bands depending on their performance, experience, skills and qualifications.

When commencing a role at the Audit Office an employee will be placed within the relevant remuneration band for their role based on their previous experience, qualifications and performance as demonstrated during the recruitment process.

5.5.2 Progress within Audit Professional Level A is prescribed in Annexure 1.

### 5.6 Corporate Administrative Employees

5.6.1 Corporate Administrative employees are those, who at the time this Award is registered are employed, classified and graded for remuneration purposes in accordance with the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007.

5.6.2 Corporate Administrative employees will continue to be employed under the conditions set out in paragraphs 5.6.1 to 5.6.3 of this subclause occurs.

5.6.3 As each role classified and graded for remuneration purposes in accordance with the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 at the commencement of this Award falls vacant due to resignation or promotion, that role will be replaced with an equivalent role under this Award. This equivalent role is defined as a "replacement role".

5.6.4 Remuneration bands for the replacement roles are set out in Table 1 of Part B.

## **6. No Extra Claims**

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

## **7. Annual Remuneration Assessment**

The annual remuneration assessment for Audit Professionals Levels B and C, Corporate Professionals Levels A and B, Corporate Administrative Levels 1 to 4 is set out below.

### 7.1 General

7.1.1 Remuneration for these employees will be determined annually based on assessed contribution in accordance with the competency zones set out in Annexure 2.

- 7.1.2 Determinations resulting from the annual remuneration assessment will have the same effective date as the annual changes to the remuneration bands, i.e. effective first full pay period to commence in July each year. Remuneration determinations will be expressed in terms of a percentile of the relevant remuneration band and will be applied to the adjusted dollar range of the remuneration bands.
- 7.1.3 The remuneration of employees in these roles will at least be maintained at the same level at each annual remuneration assessment except where an employee's performance has been assessed as "unsatisfactory" and a formal process for managing unsatisfactory performance results in a recommendation to reduce remuneration.
- 7.1.4 Other than the exceptions described in paragraph 7.1.3 above, if an employee is assessed at a percentile lower than their current level and that would result in a reduction in remuneration, they will continue to be paid at the same dollar level until such time as the remuneration for their assessed percentile exceeds their remuneration in dollars through movement of the remuneration bands or the annual remuneration assessment process.
- 7.1.5 During an Annual Remuneration Assessment, remuneration will be reviewed, but will not necessarily be increased as a result of such review.
- 7.1.6 The remuneration assessment process will be conducted within business guidelines issued by the Audit Office from time to time.

## 7.2 Review of Assessment

If an employee has any concern with the outcome of their remuneration assessment, they may, in the first instance, discuss their concerns with their Manager. If that discussion does not resolve their concerns, they may then seek advice from the Executive Manager, Human Resources or a more senior member of the Audit Office executive. If, following those discussions, their concerns are not satisfied, they may initiate a formal process of review by written request to the Executive Manager, Human Resources. The formal process will include review by a panel. Where requested by a PSA member, an Association representative may be included on the panel. The panel will make recommendations for consideration by the Auditor-General.

## **8. Performance Management**

The Performance Review and Development process is integral to and supports the annual remuneration assessment process. Full details of the Audit Office Performance Review and Development process are set out in a number of documents which are maintained and reviewed regularly by the Audit Office for appropriateness and ability to deliver organisation objectives. All process documents are freely available to employees on the Audit Office intranet.

## **9. Flexible Work Practices**

All flexible work practices will be subject to approval, as set out in the relevant Audit Office policies and delegations manuals.

The parties to this Award are 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. Employees and their managers must develop a strategy to ensure accumulated flex leave is monitored and forfeiture minimised.

### 9.1 Flexible Working Hours

- 9.1.1 The ordinary hours of work for full time employees are 35 hours per week ("Ordinary Working Hours"), Monday to Friday, worked flexibly to meet business needs. Exceptions to this standard arrangement must be mutually agreed, in writing between an employee and their manager.

- 9.1.2 Employees may be required to perform reasonable additional hours of work necessary, by mutual agreement, to meet the operational requirements of the Audit Office.
- 9.1.3 Employees must work a minimum of 3.5 consecutive hours (excluding meal breaks) by mutual agreement between the employee and their manager.
- 9.1.4 Attendance at work outside Ordinary Working Hours is subject to the needs of the Audit Office, approval by the employee's manager and the availability of work.
- 9.1.5 Flex Leave - all hours worked in excess of the employee's Ordinary Working Hours and not overtime can be accrued to be taken as flex-time. Accrued flex-time can be taken subject to approval by the employee's manager and in line with the needs of the business. The manager should consider the management of an employee's flex leave balance when considering approval.
- 9.1.6 Carry Over - accrued but untaken flex time will be forfeited on 31 December each year save for a maximum of 35 hours (pro-rata for part-time employees) carrying over to 1 January the following year.
- 9.1.7 At each month end, an employee must not have a flex-time balance below negative 10 hours. Where this occurs, the hours in excess must be converted to another type of leave, such as Recreation Leave or Leave Without Pay.
- 9.1.8 Accrued flex-time is not payable upon cessation of employment.
- 9.1.9 Meal breaks - there will be a minimum meal break of 30 minutes in every 5 hour period of continuous work. There is no maximum period for a meal break. Employees should consult with their manager in the taking of meal breaks where required.

## 9.2 Other Flexible Work Practices

Flexible work practices available to employees, subject to approval are:

- 9.2.1 Working weekends and public holidays at the employee's request will be compensated with time off during the week on an hour for hour basis (not at overtime rates).
- 9.2.2 Compressed working week or working fortnight arrangements. Such arrangements would include 35 hours in 4 days (average 8.75 hours per day) or 70 hours in 9 days (average 7.77 hours per day).
- 9.2.3 Term Working for specific periods during the year (not restricted to school terms). Remuneration will be averaged (annualised over the full period) so that the employee is paid the same amount every fortnight throughout the year.
- 9.2.4 Deferred Remuneration. For instance, an employee who works for 4 years and takes the 5th year off will receive the deferred portion of their first 4 years annual remuneration in the 5th year.
- 9.2.5 Working from home on a temporary or ad hoc basis for a maximum of 12 days per annum. Permanent or longer term working from home arrangements will be subject to the Business Unit Leader's approval and meeting work health & safety requirements.
- 9.2.6 Job share and part time work.
- 9.2.7 Leave without pay. Such requests will be considered on a case-by-case basis.
- 9.2.8 Career Break Scheme for up to 2 years maximum.



## 10. Overtime

- 10.1 Employees may be directed to work overtime, but this must be pre-approved as delegated by the Auditor-General.
- 10.2 An employee may be directed by the Audit Office to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where to do so would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
  - 10.2.1 The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements
  - 10.2.2 Any risk to an employee's health and safety
  - 10.2.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the Audit Office and the effect on client services
  - 10.2.4 The notice (if any) given by the Audit Office regarding the working of the overtime, and by the employee of their intention to refuse overtime or
  - 10.2.5 Any other relevant matter.
- 10.3 Overtime will apply when employees are directed to work:
  - 10.3.1 More than 8 hours on a working day, or
  - 10.3.2 Before 7.30am or beyond 7pm on a working day, or
  - 10.3.3 On a weekend or public holiday.
- 10.4 All overtime will be credited as time in lieu as follows:
  - 10.4.1 In the case of Audit Professional Levels A and B, Corporate Professional Level A, and Corporate Administrative Levels 1 to 4, in accordance with the rate set out in 10.8 and the overtime conditions set out from time to time in Annexure 3.
  - 10.4.2 For employees above those levels, at the rate of time and one half.
- 10.5 Time in lieu of overtime must be taken within 3 months of accrual as a general rule. Any request to extend the time limit must be made prior to the three month period expiring.
- 10.6 Cash payment for overtime credited as time in lieu may be made at the discretion of the Audit Office where circumstances warrant. Business Unit Leader approval is required.
- 10.7 Payment for overtime credited as time in lieu will be calculated as remuneration less the 9.5% superannuation component. At all remuneration levels the rate for calculating payments will be capped at the 45th percentile of the remuneration band for the Audit Professional Level B classification less the 9.5% superannuation component.
- 10.8 Rates - Overtime shall be paid at the following rates:
  - 10.8.1 Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the hours specified in clause 10.3.
  - 10.8.2 Saturday - all overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter

10.8.3 Sundays - all overtime worked on a Sunday at the rate of double time

10.8.4 Public Holidays - all overtime worked on a public holiday at the rate of double time and one half.

10.9 An employee who works overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment as for three (3) hours work at the appropriate rate.

10.10 Rest Periods

10.10.1 An employee who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.

10.10.2 Where an employee, at the direction of the manager, resumes or continues work without having had eight (8) consecutive hours off duty then such employee shall be paid at the appropriate overtime rate until released from duty. The employee shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

## **11. Travel Time and Expenses**

11.1 Excess Travel Time

Time spent travelling to and from home and 'place of work' above the time it would normally take to travel to and from home and 'place of employment', in a 5 day working week exceeding 2.5 hours (pro-rata for part-time employees), will be deemed to be excess travel and may be treated as working hours. When travel is required on a weekend or public holiday, time spent in transit will be classed as flexible working hours.

11.2 Travel Expenses

The Audit Office will reimburse employees for expenses incurred in travel to and from "place of work" to the extent that those expenses exceed their usual cost of travel by public transport between home and their "place of employment".

11.3 Country Travel

Country Travel, where overnight accommodation is approved, shall be paid in accordance with the rates as set out from time to time in Annexure 3.

## **12. Study Support**

12.1 The Audit Office is committed to providing study support for employees undertaking tertiary courses, postgraduate degrees and professional qualifications relevant to its business.

12.2 The granting of all study support is discretionary.

12.3 The Audit Office is also committed to providing specific study support programs for school leavers to complete an initial degree in accounting and those entering at graduate level to complete professional qualifications with Chartered Accountants Australia and New Zealand or CPA Australia.

12.4 Details of support offered are set out in a number of Audit Office policy documents available on the Audit Office intranet.

## **13. Anti-Discrimination**

13.1 It is the intention of the parties bound by this Award to achieve the objectives set out in Section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital or domestic status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- 13.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed in this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of this Award that, by its terms or operation, has a direct or indirect discriminatory effect.
- 13.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 13.4 Nothing in this clause is to be taken to affect:
  - 13.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation
  - 13.4.2 Offering or providing junior rates of remuneration to persons under 21 years of age
  - 13.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*
  - 13.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 13.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 13.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

#### **14. Industrial Dispute Settlement Procedure**

- 14.1 All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority, if required.
- 14.2 An employee is required to notify their immediate manager in writing, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 14.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, directly to the Auditor-General or delegate.
- 14.4 The immediate manager, or the person notified, shall convene a meeting in order to resolve the grievance, dispute or difficulty as soon as practicable, of the matter being brought to attention.
- 14.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management to resolve the matter. This manager shall respond as soon as practicable. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the Auditor-General.
- 14.6 If the matter remains unresolved, the Auditor-General shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 14.7 An employee, at any stage, may request representation by their Association.
- 14.8 The employee or the Association on their behalf or the Auditor-General may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.

- 14.9 The employee, the Association and the Audit Office shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 14.10 Whilst the procedures outlined in subclauses 14.1 to 14.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties. In a case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

### **15. Deduction of Association Membership Fees**

- 15.1 The Association shall provide the Audit Office with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- 15.2 The Association shall advise the Audit Office of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 15.3 Subject to subclauses 15.1 and 15.2 above, the Audit Office shall deduct Association fortnightly membership fees from the remuneration of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the Audit Office to make such deductions.
- 15.4 Monies so deducted from employee's remuneration shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts.
- 15.5 Unless other arrangements are agreed to by the Audit Office and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- 15.6 Where an employee has already authorised the deduction of Association membership fees from his or her remuneration prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation for such deductions to continue.

### **16. Secure Employment**

#### **16.1 Objective of this Clause**

The objective of this clause is for the Audit Office to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the Audit Office workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

#### **16.2 Casual Conversion**

16.2.1 A casual employee engaged by the Audit Office on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

16.2.2 The Audit Office shall give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

16.2.3 Any casual employee who has a right to elect under paragraph 16.2.1, upon receiving notice under paragraph 16.2.2, or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Audit Office that he or she seeks to elect to convert his or her

ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the Audit Office shall consent to or refuse the election, but shall not unreasonably so refuse. Where the Audit Office refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

16.2.4 Any casual employee who does not, within four weeks of receiving written notice from the Audit Office, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

16.2.5 Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the Audit Office.

16.2.6 If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 16.2.3, the Audit Office and employee shall, in accordance with this subclause, and subject to paragraph 16.2.3, discuss and agree upon:

16.2.6.1 whether the employee will convert to full-time or part-time employment, and

16.2.6.2 if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW).

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the Audit Office and the employee.

16.2.7 Following an agreement being reached pursuant to paragraph 16.2.6, the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

16.2.8 An employee must not be engaged and re-engaged, dismissed or replaced to avoid any obligation under this subclause.

### 16.3 Work Health and Safety

16.3.1 For the purposes of this subclause, the following definitions shall apply:

16.3.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

16.3.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

16.3.2 Where the Audit Office engages a labour hire business and/or a contract business to perform work wholly or partially on its premises it shall do the following (either directly, or through the agency of the labour hire or contract business):

16.3.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements

16.3.2.2 provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely

16.3.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to Audit Office employees, and

16.3.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

16.3.3 Nothing in this subclause 16.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

#### 16.4 Disputes Regarding the Application of this clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the Grievance and Dispute Settling Procedures set out in clause 14, Industrial Dispute Settlement Procedure of Part A, of this Award.

16.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the Australian National Training Authority Ministerial Council.

### **17. Area, Incidence and Duration**

17.1 The purpose of this Award is to partially regulate the terms and conditions of employment of employees appointed to positions covered by the classifications in Table 1 of Part B.

17.2 Other terms and conditions, except as provided for within this Award, shall be those set out in Annexure 3, Audit Office Conditions of Employment.

17.3 The terms and conditions provided for within this Award take precedence over Audit Office published policies.

17.4 If, during the currency of this Award, the Crown Employees' (Public Service Conditions of Employment) Reviewed Award 2009, is amended or varied, a meeting of the Audit Office Award Negotiation Committee will take place to review, discuss and make recommendations to the Auditor-General and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, about whether those amendments and variations should be adopted as an amendment or variation to Annexure 3. The meeting, its composition, negotiations and decision making process, will be governed by its Charter dated January 2016 or subsequent versions of that Charter amended with the approval of the Award Negotiation Committee.

17.5 This Award rescinds and replaces the Crown Employees (Audit Office) Award 2018 published 2 November 2018 (383 I.G. 295). It shall commence on 1 July 2019 and has a nominal expiry date of 30 June 2020.

## PART B

**Table 1 - Classifications and Remuneration Bands**

Classifications	1 July 2019 to 30 June 2020	
	\$	\$
Audit Professional Level A	41,207	105,739
Audit Professional Level B	99,519	148,309
Audit Professional Level C	139,950	196,583
Corporate Professional Level A	100,005	140,176
Corporate Professional Level B	120,316	186,371
Corporate Administrative Level 1	46,348	58,102
Corporate Administrative Level 2	55,619	70,111
Corporate Administrative Level 3	66,978	85,648
Corporate Administrative Level 4	81,731	103,536

**Table 2 - Audit Professional Level A Pay Points**

1 July 2019 to 30 June 2020					
	Pay Point 1	Pay Point 2	Pay Point 3	Pay Point 4	Pay Point 5
	\$	\$	\$	\$	\$
Level 1	41,207	44,471	49,760	57,535	-
Level 2	63,754	69,195	-	-	-
Level 3	74,638	80,858	87,079	-	-
Level 4	90,189	94,854	99,519	102,626	105,739

Auditors who are full members of CAANZ or CPAA are entitled to additional remuneration of \$1,000 per annum. Analysts are entitled to additional remuneration of \$1000 per annum for their first post graduate qualification. Annexure 1

## ANNEXURE 1

### Progression Within Audit Professional Level A.

Pay Point	Level 1 (A1)	Level 2 (A2)	Level 3 (A3)	Level 4 (A4)
P1	School leavers commence	Graduates commence School leaver - to move to A2 pay point 1 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) successfully completed at least eight university subjects.	To move to A3 pay point 1 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) Graduate - successfully completed at least one CA/CPA subject. School leaver - successfully completed at least 16 university subjects.	To move to A4 pay point 1 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) Graduate - successfully completed at least three CA/CPA subjects. School leaver - successfully completed their university qualification.
P2	To move to A1 pay point 2 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) successfully completed four university subjects.	To move to A2 pay point 2 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) Graduate - enrolled into CAANZ/CPAA. School leaver - successfully completed at least 12 university subjects.	To move to A3 pay point 2 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) Graduate - successfully completed at least two CA/CPA subjects. School leaver - successfully completed at least 20 university subjects.	To move to A4 pay point 2 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) Graduate - successfully completed at least four CA/CPA subjects. School leaver - successfully completed at least two CA/CPA subjects.



P3	N/A	N/A	To move to A3 pay point 3 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) Graduate - successfully completed at least two CA/CPA subjects. School leaver - successfully completed at least 20 subjects.	To move to A4 pay point 3 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and (for Auditors only) Graduate - successfully been admitted to CAANZ/CPAA. School leaver - successfully completed at least four CA/CPA subjects.
P4	N/A	N/A	N/A	To move to A4 pay point 4 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and met the focus capabilities for Senior Auditor/Analyst and (for Auditors only) School leaver - successfully been admitted to CAANZ/CPAA.
P5	N/A	N/A	N/A	To move to A4 pay point 5 an Employee must have met the required Performance, Development and People & Culture objectives in their Performance Agreement and met all of the capabilities for Senior Auditor/Analyst.

## ANNEXURE 2

Remuneration Competency Zones, Competency Zone Guidelines and Definitions for Remuneration Levels

### Remuneration Competency Zones

Title	Zone	% of Range
Expert/Role Model	Zone 5	86-100
Superior Role Performance	Zone 4	66-85
Competent Role Performance	Zone 3	26-65
Developing Skills	Zone 2	11-25
Entry Level	Zone 1	0-10

Competency zones are expressed in percentiles of the remuneration band.

### Remuneration Competency Zone Definitions

Zone	Title	Description
5	Expert/Role Model	Highly capable, consistently outstanding performance, Highly experienced. Acts independently. Role model and advisor to peers, exceptional leadership qualities displayed. Highly promotable - working beyond position requirements. Plays a leadership role in enhancing and building commitment to the Audit Office values and culture internally and externally.
4	Superior Role Performance	Capable in all respects. Required additional training and qualifications completed. Highly developed skills and experience, critical to the business. Consistently superior performance. Meets unusual challenges and demands. Acts independently. May be ready for promotion. Role model and advisor to peers. Provides technical and other advice to less experienced peers. Proactive contribution to the development of Audit Office values internally and externally.
3	Competent Role Performance	Required competencies possessed and demonstrated. Fully qualified and capable of undertaking the role. Has experience in role. Capable of independently performing role responsibilities. Consistently meets performance requirements. Well developed technical skills. Role model and advisor to peers. Consistent supporter of the Audit Office values internally and externally.
2	Developing Skills	Key competencies developed and demonstrated but noticeable gaps in competencies. Performance and experience adequate but capable of improvement i.e. there are noticeable performance limitations. Not yet independently performing role responsibilities. Capacity exists for improvement to better support Audit Office values.
1	Entry Level	Recent appointee. Learning to perform role responsibilities - inexperienced or unproven. Meets qualification requirements only. Promotion not an option. Independently performing role responsibilities. Personal behaviour and communications not yet consistent with Audit Office values.

### Remuneration Competency Zone Guidelines

Performance is about how an employee actually fulfils expectations for the role over the year, and relates less to expectations of their ability to deliver.

Indicators are:

1. Consistency - is the level of performance consistent across the role responsibilities, or are there gaps or variations in the level of performance?

2. Sustained performance - Is the level of performance consistent over time (this is a longer term view of performance)?
3. Achievement of all aspects of the role responsibilities - how do they deliver against all of the defined role attributes, and are they actively seeking to improve in areas where delivery is not meeting expectations?
4. What differentiates one employee from another, such as their drive, desire and success in delivering outcomes; this needs to take account of variations in ability to deliver, which may be experience or development related.

Capability is essentially the "ability to do". It is an assessment of how well the employee can handle the needs of the job.

In determining levels of capability, the following are considered:

1. The depth and breadth of capability required to keep the job on track (time and budget) and delivering quality outcomes.
2. What the employee is doing to maintain or improve themselves.
3. The skills and behaviours of the employee as they relate to the job itself.
4. The level of capability that the employee has developed and attempts to bring to the role, irrespective of whether the role itself presents opportunities to use the full range of skills and behaviours

Experience isn't simply the length of time someone has been doing a job. This can be a factor in determining whether an employee has had broad enough exposure to a range of responsibilities and activities, but it's more the extent the employee has experienced and dealt-with the complexities of this position. It's important to consider:

1. The range of jobs; size, complexity, and scope of projects and audits; project management of multiple or complex audits; breadth and depth of jobs managed; range of industry experience and specialised industry knowledge.
2. Achievement of role responsibilities and reaching expected outcomes, anticipating and managing risks, conflicts, competing demands, impediments, and changes.
3. Demonstrating the competencies of the role for their level of expertise, or even showing levels of proficiency beyond the role.
4. Experience-seeking - do they proactively seek activities or projects that will help them broaden their experience?

Promotability encompasses indicators of the employee's ability to step up to the next level of challenge, in both attitude and capability. The extent to which they can demonstrate their ability to "step up" to the next level may depend on the opportunities given to them by their manager, so it's important to think about delegation and development in advance.

In determining promotability, the following are considered:

1. The employee's capability and willingness to take on more responsibility than they currently have - do they welcome challenges? Can they adapt to changing situations? Are they prepared to make decisions?
2. The extent to which the employee is a self starter who consistently seeks greater challenges.
3. The extent to which the employee pursues learning and development activities - are they constantly trying new processes and tools, and taking ownership of their own development?

4. Are they accountable for their own ideas and activities, and confident in their own decision-making?
5. The extent to which the employee challenges ways of doing things and develops new approaches

Ability to work independently relates closely to an employee's ability to learn and grow, and to take responsibility for his or her own deliverables. It's essential that managers can trust employees, and not have to check or guide them through the same issues time and again.

In determining the employee's level of independence, the following will be considered:

1. The level at which an employee needs to be monitored, guided, and directed - this has to be weighed against their desire to learn and grow, and needs to reflect whether the guidance is regularly covering the same ground, and the level of respect shown for the Manager's priorities.
2. The extent to which the manager and employee agree tasks and deadlines up front, and whether the employee subsequently meets or manages in a way that keeps the manager well-informed.
3. The extent to which the employee learns new skills or learns from experience.

Role model and advisor to peers goes beyond aspects of technical excellence; it encompasses all key aspects of the role, and reflects more on the employee's maturity and engagement, to the extent their attitude and abilities set examples for others.

In determining to what extent an employee acts as a role model, the following will be considered:

1. The influence the employee has over peers - for expertise, situational knowledge, approachability, mentorship (formal or informal), attitude, etc.
2. The extent to which peers seek and value specific advice or more general coaching.
3. The extent of the employee's external profile, if working in a capacity where this is required.
4. The employee's profile within the Office.
5. What would clients say about this employee's level of professionalism, service, and work ethic.

## **ANNEXURE 3**

### **AUDIT OFFICE CONDITIONS OF EMPLOYMENT**

#### PART 1

#### 1 - FRAMEWORK

- 1.1 Work Environment
- 1.2 Work Health and Safety
- 1.3 Equality in employment
- 1.4 Harassment-free Workplace

#### 2 - ATTENDANCE/HOURS OF WORK

- 2.1 Casual Employment
- 2.2 Part-Time Employment
- 2.3 Natural Emergencies and Major Transport Disruptions
- 2.4 Public Holidays
- 2.5 Lactation Breaks

### 3 - TRAVEL ARRANGEMENTS

- 3.1 Travelling Compensation
- 3.2 Meal and Incidental Expenses
- 3.3 Travelling Distance

### 4 - ALLOWANCES AND OTHER MATTERS

- 4.1 Allowance Payable for Use of Private Motor Vehicle
- 4.2 Damage to Private Motor Vehicle Used for Work
- 4.3 Overseas Travel
- 4.4 Compensation for Damage to or Loss of Employees' Personal Property
- 4.5 First Aid Allowance

### 5 - UNION CONSULTATION, ACCESS AND ACTIVITIES

- 5.1 Trade Union Activities Regarded as On Duty
- 5.2 Trade Union Activities Regarded as Special Leave
- 5.3 Trade Union Training Courses
- 5.4 Conditions Applying to On Loan Arrangements
- 5.5 Period of Notice for Trade Union Activities
- 5.6 Access to Facilities by Trade Union Delegates
- 5.7 Responsibilities of the Trade Union Delegate
- 5.8 Responsibilities of the Trade Union
- 5.9 Responsibilities of Workplace Management
- 5.10 Right of Entry Provisions
- 5.11 Travelling and Other Costs of Trade Union Delegates
- 5.12 Industrial Action
- 5.13 Consultation and Technological Change

### 6 - LEAVE

- 6.1 Leave - General Provisions
- 6.2 Absence from Work
- 6.3 Applying for Leave
- 6.4 Extended Leave
- 6.5 Personal Leave
- 6.6 Personal Leave - Requirements for Evidence
- 6.7 Leave Without Pay
- 6.8 Military Leave
- 6.9 Observance of Essential Religious or Cultural Obligations
- 6.10 Parental Leave
- 6.11 Purchased Leave
- 6.12 Recreation Leave
- 6.13 Special Leave

### 7 - TRAINING AND PROFESSIONAL DEVELOPMENT

- 7.1 Staff Development and Training Activities

### 8 - OVERTIME

- 8.1 Recall to Duty
- 8.2 On-Call (Stand-By) and On-Call Allowance
- 8.3 Overtime Meal Breaks
- 8.4 Overtime Meal Allowances

8.5 Provision of Transport in Conjunction with Working of Overtime

## 9 - MISCELLANEOUS

9.1 Existing Entitlements

### PART 2

#### MONETARY RATES

Table 1 - Allowances

## **PART 1**

### **1. Framework**

1.1 Work Environment

1.2 Work Health and Safety

The parties to this Award are committed to achieving and maintaining accident-free and healthy workplaces in the Audit Office by:

1.2.1 the development of policies and guidelines for the Audit Office on Work Health, Safety and Rehabilitation

1.2.2 assisting to achieve the objectives of the *Work Health and Safety Act 2011* and the Work Health and Safety Regulation 2011 by establishing agreed Work Health and Safety consultative arrangements in the Audit Office to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility within the Audit Office to achieve these objectives

1.2.3 identifying training strategies for employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness

1.2.4 developing strategies to assist the rehabilitation of injured employees

1.2.5 directly involving the appropriate Business Unit Leader in the provisions of paragraphs 1.2.1 to 1.2.4 inclusive of this subclause.

1.3 Equality in Employment

The Audit Office is committed to the achievement of equality in employment and the award has been drafted to reflect this commitment.

1.4 Harassment-free Workplace

Harassment on the grounds of sex, race, marital or domestic status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the *Anti-Discrimination Act 1977*. Management and employees of the Audit Office are required to refrain from, or being party to, any form of harassment in the workplace.

### **2. Attendance/Hours of Work**

2.1 Casual Employment

Application - This clause will only apply to those employees whose conditions of employment are not otherwise included in another industrial instrument.

## 2.1.1 Hours of Work

- 2.1.1.1 A casual employee is engaged and paid on an hourly basis.
- 2.1.1.2 A casual employee will be engaged and paid for a minimum of 3 consecutive hours for each day worked.
- 2.1.1.3 A casual employee shall not work more than 9 consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 9 hours, except where longer periods are permitted under another award or local agreement, covering the particular class of work or are required by the usual work pattern of the position.

## 2.1.2 Rate of Pay

- 2.1.2.1 Casual employee shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:  
  
Annual salary divided by 52.17857 divided by the ordinary weekly hours of the classification.
- 2.1.2.2 Casual employees shall be paid a loading on the appropriate ordinary hourly rate of pay of:  
  
15% for work performed on Mondays to Fridays (inclusive)  
  
50% for work performed on Saturdays  
  
75% for work performed on Sundays  
  
150% for work performed on public holidays.
- 2.1.2.3 Casual employees shall also receive a 1/12th loading in lieu of annual leave.
- 2.1.2.4 The loadings specified in subparagraph 2.1.2.2 of this paragraph are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.

## 2.1.3 Overtime

- 2.1.3.1 Casual employees shall be paid overtime for work performed:
  - a) in excess of 9 consecutive hours (excluding meal breaks), or
  - b) in accordance with subclause 10.3 of clause 10, Overtime of Part A, application to the particular class of work, or
  - c) in excess of the daily roster pattern applicable for the particular class of work, or
  - d) in excess of the standard weekly roster of hours for the particular class of work.
- 2.1.3.2 Overtime rates will be paid in accordance with the rates set in clause 10 of Part A.
- 2.1.3.3 Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in subparagraph 2.1.2.2 of this paragraph.

- 2.1.3.4 The loading in lieu of annual leave as set out in subparagraph 2.1.2.3 of this paragraph is not included in the hourly rate for the calculation of overtime payments for casual employees.
- 2.1.4 Leave
- 2.1.4.1 Other than as described under paragraphs 2.1.4, 2.1.5 and 2.1.6 of this subclause, casual employees are not entitled to any other paid or unpaid leave.
- 2.1.4.2 As set out in subparagraph 2.1.2.3 of this paragraph, casual employees will be paid 1/12th in lieu of annual leave.
- 2.1.4.3 Casual employees will be entitled to Long Service Leave in accordance with the provisions of the Auditor-General's Determination 1 dated 27 June 2013.
- 2.1.4.4 Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- a) The Auditor-General must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- i. the employee or employee's spouse is pregnant; or
  - ii. the employee is or has been immediately absent on parental leave.
- The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
- 2.1.4.5 "Domestic Violence" means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- 2.1.5 Personal Carers entitlement for casual employees
- 2.1.5.1 Casual employees are entitled to unpaid personal leave to care for a Family Member who is ill and requires care. This entitlement is subject to the evidentiary requirements set out in subparagraph 2.1.5.4, and the notice requirements set out in subparagraph 2.1.5.6 of this paragraph.
- 2.1.5.2 The Audit Office and the casual employee shall agree on the period for which the employee will be absent from work. In the absence of agreement, the employee is entitled to be absent from work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 2.1.5.3 The Auditor-General should re-engage a casual employee who has accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- 2.1.5.4 The casual employee shall, if required,
- a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned or
  - b) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- 2.1.5.5 In normal circumstances, a casual employee must not take personal leave under this subclause where another person had taken leave to care for the same person.



2.1.5.6 The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer that they will be absent from work. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

#### 2.1.6 Bereavement entitlements for casual employees

2.1.6.1 Casual employees are entitled to be absent from work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).

2.1.6.2 The Audit Office and the casual employee shall agree on the period for which the employee will be entitled to be absent from work. In the absence of agreement, the employee is entitled to be absent from work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

2.1.6.3 The Auditor-General must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

2.1.6.4 The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer that they will be absent from work. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

#### 2.1.7 Application of other clauses of this Award to casual employees

2.1.7.1 The following clauses of this annexure do not apply to casual employees:

- a) Natural Emergencies and Major Transport Disruptions
- b) Public Holidays
- c) relating to Trade Union activities
- d) Travelling and other costs of Trade Union Delegates
- e) Leave - General Provisions
- f) relating to the various Leave provisions
- g) relating to Recall to Duty, On-Call and Stand-by Arrangements

## 2.2 Part-Time Employment

### 2.2.1 General

2.2.1.1 This clause shall only apply to part-time employees

2.2.1.2 Part-time work may be undertaken with the agreement of the relevant business unit leader. Part-time work may be undertaken in a part-time position or under a part-time arrangement.

2.2.1.3 A part-time employee is to work contract hours less than full-time hours.

2.2.1.4 Unless otherwise specified in the award, part-time employees receive full time entitlements on a pro rata basis calculated according to the number of hours an employee works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.

2.2.1.5 Before commencing part-time work, the Audit Office and the employee must agree upon:

- a) the hours to be worked by the employee, the days upon which they will be worked, commencing and ceasing times for the work;
- b) the classification applying to the work to be performed.

2.2.1.6 The terms of the agreement must be in writing and may only be varied with the consent of both parties.

2.2.1.7 Incremental progression for part-time employees is the same as for full time employees, that is, part-time employees receive an increment annually.

## 2.2.2 Additional hours

2.2.2.1 The Audit Office may request, but not require, a part-time employee to work additional hours. For the time worked in excess of the employee's usual hours and up to the normal full-time hours for the classification, part-time employees may elect to:

- a) be paid for additional hours at their hourly rate plus a loading of 1/12th in lieu of recreation leave, or
- b) if working under a Flexible Working Hours scheme under clause 9, Flexible Work Practices of Part A, have the time worked credited as flex time.

2.2.2.2 For time worked in excess of the full-time hours of the classification, or outside the hours specified in subclause 10.3 of clause 10, Overtime, of Part A, payment shall be made at the appropriate overtime rate in accordance with subclause 10.8, Rate of Payment for Overtime of clause 10, Part A.

## 2.3 Natural Emergencies and Major Transport Disruptions

2.3.1 An employee prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:

- 2.3.1.1 apply to vary the working hours, and/or
- 2.3.1.2 negotiate an alternative working location with the Audit Office, and/or
- 2.3.1.3 take available personal leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

## 2.4 Public Holidays

Employees are entitled to statutory/gazetted public holidays and any other day recognised by the Auditor-General as a public holiday.

## 2.5 Lactation Breaks

2.5.1 This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or

expressing milk and is in addition to any other rest period and meal break as provided for in this Award.

- 2.5.2 A full time employee or a part time employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 2.5.3 A part time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 2.5.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- 2.5.5 The Audit Office shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 2.5.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- 2.5.7 Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 2.5.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise personal leave in accordance with subclause 6.5, Personal Leave, of Annexure 3, or access to the flexible working hours scheme provided in subclause 9.1, Flexible Working Hours, of Part A, where applicable.

### **3. Travel Arrangements**

#### **3.1 Travelling Compensation**

- 3.1.1 Any authorised official travel and associated expenses, properly and reasonably incurred by an employee required to perform duty at a location other than their place of employment shall be met by the Audit Office, subject to clause 11, Travel Time and Expenses, of Part A.
- 3.1.2 The Audit Office shall require employees to obtain an authorisation for all official travel prior to incurring any travel expense.
- 3.1.3 The Audit Office will pay the accommodation directly. Where practicable, employees shall obtain prior approval if required to make their own arrangements for overnight accommodation.

#### **3.2 Meal and Incidental Expenses**

Meal and incidental allowances will be paid to the employee in advance per the relevant NSW Treasury Circular as issued from time to time.

An employee who is authorised by the Audit Office to undertake a one-day journey on official business which does not require the employee to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Part 2, Monetary Rates of Annexure 3, for:

- 3.2.1 Breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;

- 3.2.2 An evening meal when required to travel until or beyond 6.30 p.m.; and
- 3.2.3 Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the employee's normal place of work at the time of taking the normal lunch break.

### 3.3 Travelling Distance

The need to obtain overnight accommodation shall be determined by the Audit Office having regard to the safety of the employee or members travelling on official business and local conditions applicable in the area. Where employees are required to attend conferences or seminars which involve evening sessions or employees are required to make an early start at work in a location away from their normal workplace, overnight accommodation shall be appropriately granted by the Audit Office.

## 4. Allowances and Other Matters

### 4.1 Allowance Payable for Use of Private Motor Vehicle

- 4.1.1 The Audit Office may authorise an employee to use a private motor vehicle for work where:
  - 4.1.1.1 such use will result in greater efficiency or involve the Audit Office in less expense than if travel were undertaken by other means, or
  - 4.1.1.2 where the employee is unable to use other means of transport due to a disability.
- 4.1.2 An employee who, with the approval of the Audit Office, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Part 2, Monetary Rates of Annexure 3, for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subparagraph 4.1.4.1 of this paragraph
- 4.1.3 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.
  - 4.1.3.1 The casual rate is payable if an employee elects, with the approval of the Audit Office, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
  - 4.1.3.2 The official business rate is payable if an employee is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the employee is unable to use other transport due to a disability. The official business rate includes a component to compensate an employee for owning and maintaining the vehicle.
- 4.1.4 Deduction from allowance
  - 4.1.4.1 Except as otherwise specified in this Award, an employee shall bear the cost of ordinary daily travel by private motor vehicle between the employee's residence and place of employment, as defined in clause 11, Travel Time and Expenses, of Part A, and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.
  - 4.1.4.2 Deductions are not to be applied in respect of days characterised as follows:
    - a) when staying away from home overnight, including the day of return from any itinerary

- b) when the employee uses the vehicle on official business and returns it to home prior to travelling to the place of employment by other means of transport at their own expense
- c) when the employee uses the vehicle for official business after normal working hours
- d) when the monthly claim voucher shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this paragraph is exclusive of, and not in addition to, days referred to in sections (a), (b) and (c) of this subparagraph.

4.1.5 The employee must have in force, in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the *Motor Vehicles (Third Party Insurance) Act 1942*, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Deputy Auditor-General.

4.1.6 Expenses such as tolls etc. shall be refunded to employees where the charge was incurred during approved work related travel.

#### 4.2 Damage to Private Motor Vehicle Used for Work

4.2.1 Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer shall be reimbursed by the Audit Office, provided:

4.2.1.1 The damage is not due to gross negligence by the employee; and

4.2.1.2 The charges claimed by the employee are not the charges prescribed by the insurer as punitive excess charges.

4.2.2 Provided the damage is not the fault of the employee, the Audit Office shall reimburse to an employee the costs of repairs to a broken windscreen, if the employee can demonstrate that:

4.2.2.1 The damage was sustained on approved work activities; and

4.2.2.2 The costs cannot be met under the insurance policy due to excess clauses.

#### 4.3 Overseas Travel

Unless the Auditor-General determines that an employee shall be paid travelling rates especially determined for the occasion, an employee required by the Audit Office to travel overseas on official business shall be paid the appropriate overseas travelling allowance rates as specified in the relevant Treasury Circular as issued from time to time.

#### 4.4 Compensation for Damage to Or Loss of Employee's Personal Property

4.4.1 Where damage to or loss of the employee's personal property occurs in the course of employment, a claim may be lodged under the *Workers Compensation Act 1987* and/or under any insurance policy of the Audit Office covering the damage to or loss of the personal property of the employee.

4.4.2 If a claim under paragraph 4.4.1 of this subclause is rejected by the insurer, the Auditor-General may compensate an employee for the damage to or loss of personal property, if such damage or loss:

4.4.2.1 Is due to the negligence of the Audit Office, another employee, or both, in the performance of their duties, or

4.4.2.2 Is caused by a defect in an employee's material or equipment, or

- 4.4.2.3 Results from an employee's protection of or attempt to protect Audit Office property from loss or damage.
- 4.4.3 Compensation in terms of paragraph 4.4.2 of this subclause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Auditor-General may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- 4.4.4 For the purpose of this clause, personal property means an employee's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the employee's duties.
- 4.4.5 Compensation for the damage sustained shall be made by the Audit Office where, in the course of work, clothing or items such as spectacles, hearing aids, etc., are damaged or destroyed by natural disasters or by theft or vandalism.
- 4.5 First Aid Allowance
- 4.5.1 An employee appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such employee as specified in the relevant Treasury Circular as issued from time to time.
- 4.5.2 The First Aid Allowance - Basic Qualifications rate will apply to an employee appointed as a First Aid Officer who holds a St John's Ambulance Certificate or equivalent qualifications (such as the Civil Defence or the Red Cross Society's First Aid Certificates) issued within the previous three years.
- 4.5.3 The Holders of current Occupational First Aid Certificate Allowance rate will apply to an employee appointed as a First Aid Officer who:
- 4.5.3.1 is appointed to be in charge of a First-Aid room in a workplace of 200 or more employees (100 for construction sites), and
- 4.5.3.2 holds an Occupational First-Aid Certificate issued within the previous three years.
- 4.5.4 The First Aid Allowance shall not be paid during leave of one week or more.
- 4.5.5 When the First Aid Officer is absent on leave for one week or more and another qualified employee is selected to relieve in the First Aid Officer's position, such employee shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 4.5.6 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training employees who do not already possess qualifications and who need to be trained to meet Audit Office needs, and the cost of retraining First Aid Officers, are to be met by the Audit Office.

## **5. Union Consultation, Access and Activities**

### **5.1 On Duty**

- 5.1.1 An Association delegate will be released from the performance of normal Audit Office duty when required to undertake any of the activities specified below. While undertaking such activities the Association delegate will be regarded as being on duty and will not be required to apply for leave:
- 5.1.1.1 Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee members at a place of work as

provided for in the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011*

- 5.1.1.2 Attendance at meetings with workplace management or workplace management representatives;
- 5.1.1.3 A reasonable period of preparation time, before-
  - a) meetings with management;
  - b) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
  - c) any other meeting with management,  
by agreement with management, where operational requirements allow the taking of such time;
- 5.1.1.4 Giving evidence in court on behalf of the employer;
- 5.1.1.5 Presenting information on the Association and Association activities at induction sessions for new staff of the Audit Office; and
- 5.1.1.6 Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours' notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

## 5.2 Trade Union Activities Regarded as Special Leave

- 5.2.1 The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:

The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:

- 5.2.1.1 Annual or biennial conferences of the Association;
- 5.2.1.2 Meetings of the Association's Executive, Committee of Management or Councils;
- 5.2.1.3 Annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- 5.2.1.4 Attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;
- 5.2.1.5 Attendance at meetings called by the Auditor-General, as the employer for industrial purposes, as and when required;
- 5.2.1.6 Giving evidence before an Industrial Tribunal as a witness for the Association;
- 5.2.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of subclauses 5.1, 5.2 and 5.3 of this clause apply.

### 5.3 Trade Union Training Courses

5.3.1 The following training courses will attract the grant of special leave as specified below:

- 5.3.1.1 Accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members. The provider(s) of accredited WH&S training courses and the conditions on which special leave for such courses will be granted, shall be negotiated between the Audit Office and the Association.
- 5.3.1.2 Courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
  - a) The operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
  - b) Payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc.;
  - c) All travelling and associated expenses being met by the employee or the Association;
  - d) Attendance being confirmed in writing by the Association or a nominated training provider.

### 5.4 Conditions Applying to on Loan Arrangements

5.4.1 Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:

- 5.4.1.1 Meetings interstate or in NSW of a Federal nature to which an Association member has been nominated or elected by the Association:
  - a) As an Executive Member; or
  - b) A member of a Federal Council; or
  - c) Vocational or industry committee.
- 5.4.1.2 Briefing counsel on behalf of the Association;
- 5.4.1.3 Assisting Association officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association;
- 5.4.1.4 Country tours undertaken by a member of the executive or Council of the Association;
- 5.4.1.5 Taking up of full time duties with the Association if elected to the office of President, General Secretary or to another full time position with the Association.
- 5.4.1.6 Financial Arrangements - The following financial arrangements apply to the occasions when an employee is placed "on loan" to the Association:-
  - a) The Audit Office will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;



b) The Audit Office will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.

c) Agreement with the Association on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Audit Office and the Association.

5.4.1.7 Recognition of "on loan" arrangement as service - On loan arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave.

5.4.1.8 Limitation - On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association shall approach the Audit Office in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.

5.4.1.9 Where the Audit Office and the Association cannot agree on the on loan arrangement, the matter is to be referred to the DPE for determination after consultation with the Auditor-General and the Association.

## 5.5 Period of Notice for Trade Union Activities

The Audit Office must be notified in writing by the Association or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other accredited activity is known.

## 5.6 Access to Facilities by Trade Union Delegates

5.6.1 The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Access to Facilities by Trade Union Delegates Association activities:

5.6.1.1 Telephone, facsimile and, where available, E-mail facilities;

5.6.1.2 A notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;

5.6.1.3 Workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

## 5.7 Responsibilities of the Trade Union Delegate

5.7.1 Responsibilities of the Association delegate are to:

5.7.1.1 Establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;

5.7.1.2 Participate in the workplace consultative processes, as appropriate;

5.7.1.3 Follow the dispute settling procedure applicable in the workplace;

5.7.1.4 Provide sufficient notice to the immediate manager of any proposed absence on authorised Association business;

5.7.1.5 Account for all time spent on authorised Association business;

5.7.1.6 When special leave is required, to apply for special leave in advance;

- 5.7.1.7 Distribute Association literature/membership forms, under arrangements negotiated between the Audit Office and the Association; and
- 5.7.1.8 Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

## 5.8 Responsibilities of the Trade Union

### 5.8.1 Responsibilities of the Association are to:

- 5.8.1.1 Provide written advice to the Audit Office about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
- 5.8.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in subparagraph 5.9.1.3 of subclause 5.9, Responsibilities of Workplace Management, of Annexure 3, of this Award;
- 5.8.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
- 5.8.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- 5.8.1.5 Apply to the Audit Office well in advance of any proposed extension to the "on loan" arrangement;
- 5.8.1.6 Assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and
- 5.8.1.7 Advise the Audit Office of any leave taken by the Association delegate during the on loan arrangement.

## 5.9 Responsibilities of Workplace Management

### 5.9.1 Where time is required for Association activities in accordance with this clause the responsibilities of the workplace management are to:

- 5.9.1.1 Release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
- 5.9.1.2 Advise the workplace delegate of the date of the next induction session for new employees in sufficient time to enable the Association to arrange representation at the session;
- 5.9.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- 5.9.1.4 Where possible, to provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;
- 5.9.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;

- 5.9.1.6 Where an Association activity provided under this clause needs to be undertaken during an approved period of flexi leave, to apply the provisions of subparagraph 5.9.1.5 of this paragraph;
- 5.9.1.7 To continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
- 5.9.1.8 To verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- 5.9.1.9 If the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, to consult with the Association before taking any remedial action.

#### 5.10 Right of Entry Provisions

The right of entry provisions shall be as prescribed under the *Work Health and Safety Act 2011* and the *Industrial Relations Act 1996*.

#### 5.11 Travelling and Other Costs of Trade Union Delegates

- 5.11.1 Except as specified in subparagraph 5.9.1.3 of subclause 5.9, Responsibilities of Workplace Management, of Annexure 3, of this Award, all travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- 5.11.2 In respect of meetings called by the workplace management in terms of subparagraph 5.9.1.3 of subclause 5.9, of this Award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under subclauses 3.1, Travelling Compensation, 3.2, Meal and Incidental Expenses, or 3.3, Travelling distance, of this Annexure.
- 5.11.3 No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by an employee from the Audit Office, in respect of Association activities covered by special leave or on duty activities provided for in this clause.
- 5.11.4 The on loan arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the Audit Office by the Association or the employee.

#### 5.12 Industrial Action

- 5.12.1 Provisions of the *Industrial Relations Act 1996* shall apply to the right of Association members to take lawful industrial action (Note the obligations of the parties under, clause 14, Industrial Dispute Settlement Procedure of Part A).
- 5.12.2 There will be no victimisation of employees prior to, during or following such industrial action.

#### 5.13 Consultation and Technological Change

- 5.13.1 There shall be effective means of consultation, as set out in the Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between management and Association.
- 5.13.2 The Audit Office shall consult with the Association prior to the introduction of any technological change.

## 6. Leave

### 6.1 Leave - General Provisions

- 6.1.1 The leave provisions contained in this Award apply to all employees.
- 6.1.2 Part-time employees covered by this Award will receive the paid leave provisions of this agreement on a pro rata basis, calculated according to the number of Ordinary Working Hours per week.
- 6.1.3 The Auditor-General may direct employees to take excess recreation leave, flex leave and personal leave.
- 6.1.4 Where paid and unpaid leave is available to be granted in terms of this Award, paid leave shall be taken before unpaid leave.

### 6.2 Absence from Work

- 6.2.1 An employee must not be absent from work without reasonable cause.
- 6.2.2 Where an employee is to be absent from work because of illness or other emergency, the employee must notify, or arrange for another person to notify the manager as soon as practical of the reason for and the expected duration of the absence.
- 6.2.3 Where a satisfactory explanation for the absence is not provided, the employee may be considered to be absent from work without authorised leave and the amount equivalent to the period of absence may be deducted from the employee's pay.
- 6.2.4 The minimum period of leave available to be granted shall be one hour.
- 6.2.5 Nothing in this clause affects any proceedings for a breach of discipline against an employee who is absent from work without authorised leave.

### 6.3 Applying for Leave

The Audit Office shall deal with the application for leave according to the wishes of the employee, if the operational requirements of the Audit Office permit this to be done.

### 6.4 Extended Leave

Extended leave shall accrue and shall be granted to employees in accordance with the provisions of the Auditor-General Determination 1 dated 27 June 2013.

Extended leave will be re-credited if an Employee is ill for more than five days, while on extended leave, and provides a supporting medical certificate to the Audit Office.

### 6.5 Personal Leave

- 6.5.1 On commencement of employment, employees will be provided four days personal leave.
- 6.5.2 After the first three months of employment, employees will accrue personal leave at the rate of 16 working days per year in accordance with relevant Audit Office Policies.
- 6.5.3 Personal Leave can be requested for, but is not limited to:
  - 6.5.3.1 sick leave
  - 6.5.3.2 caring for a person for whom the employee is responsible

- 6.5.3.3 compassionate grounds
  - 6.5.3.4 bereavement leave
  - 6.5.3.5 emergency or weather conditions, which threatens the employee's property or prevents them from reporting for work
  - 6.5.3.6 attending to unplanned or unforeseen personal responsibilities
  - 6.5.3.7 community services or volunteering for official events or organisations.
- 6.5.4 Unused paid personal leave will accumulate progressively, but will not be paid out on termination of employment.
- 6.5.5 With respect to an illness or injury, the Auditor-General may require an employee to be examined by a medical practitioner nominated by the Auditor-General
- 6.5.6 Employees agree to cooperate with a direction issued to them to attend a medical examination in accordance with this sub clause. If requested to do so, employees also agree to provide their consent to the nominated medical practitioner obtaining their relevant medical records from their treating practitioners for the purposes of that examination.
- 6.5.7 If an employee is directed to attend a medical examination in accordance with this sub clause the cost of this examination or any tests required as a result will be paid by the Audit Office. Reasonable travel costs will also be reimbursed on production of receipts.
- 6.5.8 All continuous service as an employee in the NSW public service shall be taken into account for the purpose of calculating personal leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating personal leave due if the previous personal leave records are available.
- 6.5.9 Paid personal leave which may be granted to an employee, other than a seasonal or relief employee, in the first 3 months of service shall be limited to 4 days paid personal leave, unless the Audit Office approves otherwise. Paid personal leave in excess of 4 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- 6.5.10 Seasonal or relief employees - no paid personal leave shall be granted to temporary employees who are employed for a period of less than 3 months.
- 6.5.11 Personal Leave - Workers' Compensation
- The Audit Office shall advise each employee of the rights under the *Workers Compensation Act* 1987, as amended from time to time, and shall give assistance and advice, as necessary, in the lodging of any claim.
- 6.5.12 Personal Leave - Claims Other than Workers' Compensation
- 6.5.12.1 If an employee has a claim for compensation, resulting from a non-work related injury not coverable by the *Workers Compensation Act* 1987, then , personal leave on full pay may, be granted to the employee subject to:
    - a) Any claim made including the value of any period of paid personal leave granted by the Audit Office to the employee, and
    - b) On the payment of a claim as outlined in subparagraph 6.5.12.1, the employee will repay to the Audit Office the monetary value of any such period of personal leave.

6.5.12.2 On repayment to the Audit Office of the monetary value of personal leave granted to the employee, personal leave equivalent to that repayment and calculated at the employee's ordinary rate of pay, shall be restored to the credit of the employee.

## 6.6 Personal Leave - Requirements for Evidence

6.6.1 An employee absent from work for more than 2 consecutive working days must furnish evidence to the Audit Office to support the absence.

6.6.2 An employee may absent themselves for a total of 5 non-consecutive working days per annum for personal leave without providing evidence to the Audit Office. Employees who absent themselves for more than 5 working days for personal leave in a year may be required to furnish evidence for each occasion absent during the balance of the calendar year.

6.6.3 As a general practice, backdated medical certificates will not be accepted. However, if an employee provides evidence of illness that only covers the latter part of the absence, they can be granted personal leave for the whole period if the Audit Office is satisfied that the reason for the absence is genuine.

6.6.4 If an employee is required to provide evidence for an absence of 2 consecutive working days or less, the Audit Office will advise them in advance.

6.6.5 If the Audit Office is concerned about a diagnosis described in the evidence of illness produced by the employee, after discussion with the employee, the evidence provided and the employee's application for leave can be referred to a WorkCover approved assessor for advice.

6.6.6 The type of leave granted to the employee will be determined by the Audit Office based on the WorkCover approved assessor's advice.

6.6.7 If personal leave is not granted, the Audit Office will, as far as practicable, take into account the wishes of the employee when determining the type of leave granted.

6.6.8 The granting of paid personal leave for illness shall be subject to the employee providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If an employee is concerned about disclosing the nature of the illness to their manager they may elect to have the application for personal leave dealt with confidentially by an alternate manager or the human resources section of the Audit Office.

6.6.9 The reference in this clause to evidence of illness shall apply, as appropriate:

6.6.9.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillofacial surgeon or, at the Audit Office's discretion, another registered health services provider, or

6.6.9.2 where the absence exceeds one week, and unless the health provider listed in subparagraph 6.6.9.1 of this paragraph is also a registered medical practitioner, applications for any further personal leave must be supported by evidence of illness from a registered medical practitioner, or

6.6.9.3 at the Audit Office's discretion, other forms of evidence that satisfy that an employee had a genuine illness.

6.6.10 If an employee who is absent on recreation leave or extended leave, furnishes to the Audit Office satisfactory evidence of illness in respect of an illness which occurred during the leave, the Audit Office may, subject to the provisions of this clause, grant personal leave to the employee as follows

6.6.10.1 in respect of recreation leave, the period set out in the evidence of illness,

- 6.6.10.2 in respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
- 6.6.11 This clause applies to all employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.
- 6.7 Leave Without Pay
- 6.7.1 An employee may be granted leave without pay if good and sufficient reason can be shown and there is no significant detriment to the operational requirements of the Audit Office.
- 6.7.2 Leave without pay may be granted on a full-time or a part-time basis.
- 6.7.3 Where an employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such leave without pay.
- 6.7.4 Where an employee is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- 6.8 Military Leave
- 6.8.1 During the period of 12 months commencing on 1 July each year, the Audit Office may grant to an employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the employee's unit.
- 6.8.2 In accordance with the *Defence Reserve Service (Protection) Act 2001* (Cth), it is unlawful to prevent an employee from rendering or volunteering to render, ordinary Defence Reserve Service.
- 6.8.3 Up to 24 working days military leave per financial year may be granted by the Audit Office to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in paragraph 6.8.1 of this subclause.
- 6.8.4 The Audit Office may grant an employee special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- 6.8.5 An employee who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in paragraph 6.8.3 of this subclause may be granted Military Leave top up pay by the Auditor-General.
- 6.8.6 Military Leave top up pay is calculated as the difference between an employee's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 6.8.7 During a period of Military Leave top up pay, an employee will continue to accrue personal leave, recreation and extended leave entitlements, and Departments are to continue to make superannuation contributions at the normal rate.
- 6.8.8 At the expiration of military leave in accordance with paragraph 6.8.2 or 6.8.4 of this subclause, the employee shall furnish to the Audit Office a certificate of attendance and details of the employees reservist pay signed by the commanding officer or other responsible officer.

## 6.9 Observance of Essential Religious or Cultural Obligations

6.9.1 The Audit Office recognises the value of cultural diversity and the need for some faiths to access time or leave to attend to essential religious obligations including days of religious, cultural or ceremonial significance. Access to time or leave is subject to:

6.9.1.1 the operational requirements of the Audit Office

6.9.1.2 the employee providing adequate notice of the need to take time or leave

6.9.1.3 the employee obtaining prior approval of the time required or leave applied for

6.9.1.4 any time off being made up in a manner approved by the Audit Office.

## 6.10 Parental Leave

6.10.1 Parental leave includes maternity, adoption and "other parent" leave.

6.10.2 Maternity leave shall apply to an employee who is pregnant and, subject to this clause the employee shall be entitled to be granted maternity leave as follows:

6.10.2.1 for a period up to 9 weeks prior to the expected date of birth, and

6.10.2.2 for a further period of up to 12 months after the actual date of birth.

6.10.2.3 an employee who has been granted maternity leave and whose child is stillborn may elect to take available personal leave instead of maternity leave.

6.10.3 Adoption leave shall apply to an employee adopting a child and who will be the primary care giver, the employee shall be granted adoption leave as follows:

6.10.3.1 for a period of up to 12 months if the child has not commenced school at the date of the taking of custody, or

6.10.3.2 for such period, not exceeding 12 months on a full-time basis, as the Auditor-General may determine, if the child has commenced school at the date of the taking of custody.

6.10.3.3 special adoption Leave - an employee shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or personal leave.

6.10.4 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female employees who apply for leave to look after his/her child or children. Other parent leave applies as follows:

6.10.4.1 short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;

6.10.4.2 extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the employee as provided for in subparagraph 6.10.4.1 of this paragraph. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.



- 6.10.5 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, an employee entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the employee:
- 6.10.5.1 applied for parental leave within the time and in the manner determined set out in paragraph 6.10.10 of this subclause; and
  - 6.10.5.2 prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
  - 6.10.5.3 payment for the maternity, adoption or short other parent leave may be made as follows:
    - a) in advance as a lump sum, or
    - b) fortnightly as normal, or
    - c) fortnightly at half pay, or
    - d) a combination of full pay and half pay.
- 6.10.6 Payment for parental leave is at the rate applicable when the leave is taken. An employee holding a full time position who is on part time leave without pay when they start parental leave is paid:
- 6.10.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave,
  - 6.10.6.2 at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks,
  - 6.10.6.3 at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- 6.10.7 An employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- 6.10.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work, or
  - 6.10.7.2 at a rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period, or
  - 6.10.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.
- 6.10.8 Except as provided in paragraphs 6.10.5, 6.10.6 and 6.10.7 of this subclause, parental leave shall be granted without pay.
- 6.10.9 Right to request
- 6.10.9.1 An employee who has been granted parental leave in accordance with paragraphs 6.10.2, 6.10.3 or 6.10.4 of this subclause may make a request to the Auditor-General to:

- a) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months, or
- b) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay),

to assist the employee in reconciling work and parental responsibilities.

6.10.9.2 The Auditor-General shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Audit Office's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

#### 6.10.10 Notification Requirements

6.10.10.1 When the Audit Office is made aware that an employee or their spouse is pregnant or is adopting a child, the Audit Office must inform the employee of their entitlements and their obligations under the award.

6.10.10.2 An employee who wishes to take parental leave must notify the Audit Office in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:

- a) that she/he intends to take parental leave, and
- b) the expected date of birth or the expected date of placement, and
- c) if she/he is likely to make a request under paragraph 6.10.9 of this subclause.

6.10.10.3 At least 4 weeks before an employee's expected date of commencing parental leave they must advise:

- a) the date on which the parental leave is intended to start, and
- b) the period of leave to be taken.

6.10.10.4 Employee's request and the Audit Office's decision to be in writing

The employee's request under subparagraph 6.10.9.1 and the Audit Office's decision made under subparagraph 6.10.9.2 must be recorded in writing.

6.10.10.5 An employee intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Audit Office in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Audit Office agrees.

6.10.10.6 An employee on maternity leave is to notify the Audit Office of the date on which she gave birth as soon as she can conveniently do so.

6.10.10.7 An employee must notify the Audit Office as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.

6.10.10.8 An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Audit Office and any number of

times with the consent of the Audit Office. In each case she/he must give the Audit Office at least 14 days' notice of the change unless the Audit Office decides otherwise.

- 6.10.11 An employee has the right to her/his former position if she/he has taken approved leave or part time work in accordance with paragraph 6.10.9 of this subclause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 6.10.12 If the position occupied by the employee immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee shall be appointed to a position of the same grade and classification as the employee's former position.
- 6.10.13 An employee does not have a right to her/his former position during a period of return to work on a part time basis. If the Audit Office approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- 6.10.14 An employee who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks' notice (or less if acceptable to the Audit Office) must be given.
- 6.10.15 An employee who is ill during her pregnancy may take available paid personal leave or accrued recreation or extended leave or personal leave without pay. An employee may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 6.10.16 An employee may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 6.10.17 An employee may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
  - 6.10.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave
  - 6.10.17.2 the total period of parental leave, is not extended by the taking of recreation leave at half pay
  - 6.10.17.3 When calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
- 6.10.18 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Audit Office, should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- 6.10.19 If such adjustments cannot reasonably be made, the Audit Office must grant the employee maternity leave, or any available personal leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born whichever is the earlier.

#### 6.10.20 Communication during parental leave

- 6.10.20.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Audit Office shall take reasonable steps to:
- a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave, and
  - b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 6.10.20.2 The employee shall take reasonable steps to inform the Audit Office about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- 6.10.20.3 The employee shall also notify the Audit Office of changes of address or other contact details which might affect the Audit Office's capacity to comply with subparagraph 6.10.20.1 of this paragraph.

#### 6.11 Purchased Leave

6.11.1 Employees can apply to purchase additional leave to be used within a 12 month period in accordance with Audit Office policy.

6.11.2 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay.

6.11.3 Purchased leave is subject to the following provisions:

- 6.11.3.1 the purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period
- 6.11.3.2 other leave taken during the 12 month purchased leave agreement period i.e. personal leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay
- 6.11.3.3 personal leave cannot be taken during a period of purchased leave
- 6.11.3.4 the purchased leave rate of pay will be the salary for all purposes including superannuation
- 6.11.3.5 overtime and salary related allowances not paid during periods of recreation leave will be calculated using the employee's hourly rate based on the ordinary rate of pay
- 6.11.3.6 higher Duties Allowance will not be paid when a period of purchased leave is taken.

#### 6.12 Recreation Leave

6.12.1 Recreation leave accrues at the rate of 20 working days per year.

- 6.12.1.1 employees are to take at least 10 working days of recreation leave every 12 months, except by agreement with the Auditor-General. Recreation leave will be re-credited if an employee is ill, while on recreation leave, and provides a supporting medical certificate to the Audit Office

- 6.12.1.2 recreation leave does not accrue during leave without pay, other than:
  - a) during incapacity for which compensation has been authorised under the relevant legislation, or
  - b) absences due to natural emergencies, or
  - c) during any period of personal leave without pay; not exceeding 5 full time working days or their part time equivalent in any 12 months or
  - d) during any period of military leave without pay.
- 6.12.1.3 recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay
- 6.12.1.4 recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see subclause 6.10, Parental Leave, of Annexure 3,
- 6.12.1.5 on cessation of employment, an employee is entitled to be paid the monetary value of accrued recreation leave balances
- 6.12.1.6 an employee to whom subparagraph 6.12.1.5 of this paragraph applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment
- 6.12.1.7 where an employee dies during their employment with the Audit Office, their nominated beneficiary or next of kin will be paid the monetary value of recreation leave they have accrued as at the date of death.

### 6.13 Special Leave

- 6.13.1 An Employee will be granted special leave in accordance with Audit Office Policies for circumstances including, but not limited to:
  - 6.13.1.1 jury service;
  - 6.13.1.2 as a witness in an official capacity at court;
  - 6.13.1.3 support for employees experiencing domestic violence;
  - 6.13.1.4 study leave including attending an approved examination;
  - 6.13.1.5 National Aborigines and Islander Day of Commemoration (NAIDOC) celebrations;
  - 6.13.1.6 delegates attending trade union activities; and/or
  - 6.13.1.7 other purposes as approved by the Auditor-General or provided by law.

## **7. Training and Professional Development**

### 7.1 Staff Development and Training Activities

- 7.1.1 For the purpose of this clause, the following shall be regarded as staff development and training activities:
  - 7.1.1.1 All staff development courses conducted by a NSW Public Sector organisation;

- 7.1.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and
  - 7.1.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- 7.1.2 For the purposes of this clause, the following shall not be regarded as staff development and training activities:
- 7.1.2.1 Activities for which study assistance is appropriate;
  - 7.1.2.2 Activities to which other provisions of this Award apply (e.g. courses conducted by the Association); and
  - 7.1.2.3 Activities which are of no specific relevance to the NSW Public Sector.
- 7.1.3 Attendance of an employee at activities considered by the Audit Office to be:
- 7.1.3.1 Essential for the efficient operation of the Audit office; or
  - 7.1.3.2 Developmental and of benefit to the NSW public sector.
- shall be regarded as on duty for the purpose of payment of salary if an employee attends such an activity during normal working hours.
- 7.1.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the Audit Office:
- 7.1.4.1 Recognition that the employees are performing normal duties during the course;
  - 7.1.4.2 Adjustment for the hours so worked under flexible working hours;
  - 7.1.4.3 Payment of course fees;
  - 7.1.4.4 Payment of all actual necessary expenses or payment of allowances in accordance with this Award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and
  - 7.1.4.5 Payment of overtime where the activity could not be conducted during the employee's normal hours and the Audit Office is satisfied that the approval to attend constitutes a direction to work overtime under clause 10, Overtime of Part A.
- 7.1.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the Audit Office:
- 7.1.5.1 Recognition of the employee as being on duty during normal working hours whilst attending the activity;
  - 7.1.5.2 Payment of course fees;
  - 7.1.5.3 Reimbursement of any actual necessary expenses incurred by the employee for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
  - 7.1.5.4 Such other conditions as may be considered appropriate by the Audit Office given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.

- 7.1.6 Where the training activities are considered to be principally of benefit to the employee and of indirect benefit to the Audit Office, special leave of up to 10 days per year shall be granted to an employee. If additional leave is required and the Audit Office is able to release the employee, such leave shall be granted as a charge against available flex leave, recreation/extended leave or as leave without pay.
- 7.1.7 Higher Duties Allowance - Payment of a higher duties allowance is to continue where the employee attends a training or developmental activity whilst on duty in accordance with this clause.

## **8. Overtime**

### **8.1 Recall to Duty**

- 8.1.1 An employee recalled to work overtime after leaving the Audit Office premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- 8.1.2 The employee shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- 8.1.3 When an employee returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
- 8.1.4 When an employee returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the employee was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
- 8.1.5 A recall to duty commences when the employee starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
- 8.1.6 An employee recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- 8.1.7 This clause shall not apply in cases where it is customary for an employee to return to the Audit Office's premises to perform a specific job outside the employee's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

### **8.2 On-Call (Stand-By) and On-Call Allowance**

- 8.2.1 Unless already eligible for an on-call allowance under another industrial instrument, an employee shall be:
- 8.2.1.1 entitled to be paid the on-call allowance set out in Part 2 Monetary Rates of Annexure 3, when directed by the Audit Office to be on call or on stand-by for a possible recall to duty outside the employee's working hours,
- 8.2.1.2 if an employee who is on call and is called out by the Audit Office, the overtime provisions as set out clause 10, Overtime, of Part A, shall apply to the time worked,

8.2.1.3 where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

### 8.3 Overtime Meal Breaks

8.3.1 Employee working flexible hours - an employee required to work overtime on weekdays beyond 7 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.

8.3.2 Employees Generally - an employee required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. An employee who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

### 8.4 Overtime Meal Allowances

8.4.1 If an adequate meal is not provided by the Audit Office, a meal allowance shall be paid at the appropriate rate specified in the relevant Treasury Circular as specified from time to time, provided the Audit Office is satisfied that:

8.4.1.1 the time worked is directed overtime,

8.4.1.2 the employee properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought,

8.4.1.3 where the employee was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the employee did so, and

8.4.1.4 overtime is not being paid in respect of the time taken for a meal break.

8.4.2 Where an allowance payable under this clause is insufficient to reimburse the employee the cost of a meal, properly and reasonably incurred, the Audit Office shall approve payment of actual expenses.

8.4.3 Where a meal was not purchased, payment of a meal allowance shall not be made.

8.4.4 Receipts shall be provided to the Audit Office in support of any claims for additional expenses or when the employee is required to substantiate the claim.

8.4.5 Notwithstanding the above provisions, nothing in this clause shall prevent the Audit Office and the Association from negotiating different meal provisions.

### 8.5 Provision of Transport in Conjunction with Working of Overtime

8.5.1 For the purpose of this clause, departure or arrival after 8.00 p.m. will determine whether the provisions of this clause apply.

Departure or arrival after 8.00 p.m. of an employee on overtime does not in itself warrant the provision of transport. It needs to be demonstrated that the normal means of transport, public or otherwise, is not reasonably available and/or that travel by such means of transport places the safety of the employee at risk.

The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above rests with the Audit Office Business Unit Leader.



8.5.2 Arrangement of Overtime - where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that the employee can use public transport or other normal means of transport to and from work.

8.5.3 Provision of Taxis - where an employee ceases overtime duty after 8.00 p.m. and public transport or other normal means of transport is not reasonably available, arrangements may be made for transport home or to be provided by way of taxi.

## **9. Miscellaneous**

### **9.1 Existing Entitlements**

The provisions of this Annexure shall not affect any entitlements existing in the Audit Office at the time this Award is made, if such provisions are better than the provisions contained in this Award. Such entitlements are hereby expressly preserved until renegotiated with the Association.

## **PART 2**

### **MONETARY RATES**

Allowances are paid consistent with those published annually that are, at the time of entering into this Award, included in the relevant Treasury Circular as issued from time to time.

#### **Table 1 - Allowances**

As specified in the relevant Treasury Circular as issued from time to time.

P. M. KITE, *Chief Commissioner*

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