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CROWN EMPLOYEES (AUDIT OFFICE) AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Audit Office of New South Wales.

(No. IRC 1138 of 2010)

Before Commissioner Bishop

29 October 2010

AWARD**Arrangement**

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PART A

1. Title

This Award shall be known as Crown Employees (Audit Office) Award 2009.

2. Definitions

"Act" means the *Public Sector Employment and Management Act 2002*.

"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.

"Agreement" means an agreement referred to in section 131 of the Act or an agreement as defined in the *Industrial Relations Act 1996*.

"Approved post graduate studies" means studies undertaken by an Audit Professional Level A, Level 2 to 4 Performance Audit employee, who already holds an undergraduate qualification. Approval rests with the Deputy Auditor-General and will be granted on the basis of relevance to the employee's role, current and future, and the perceived return on the investment for the Audit Office.

"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 an award as defined in 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" means service as defined by Schedule 3A of the *Public Sector Employment and Management Act 2002* and relevant sections of the NSW Government Personnel Handbook.

"Contract hours" for the day for a full time employee, means one fifth of the full time ordinary working hours, as defined in Part A, Clause 9.1.(a) of this award. 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, B or C.

"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.

"Day worker" means an employee who works the ordinary working hours as defined in Part A, Clause 9.1(a).

"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 Schedule 3 to the *Public Sector Employment and Management Act 2002*, as amended from time to time.

"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.

"Headquarters" means place of employment as defined in Part A, Clause 11.1(b)

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

"Local holiday" means a holiday which applies to a particular township or district of the State and which is not a public holiday throughout the State.

"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 Part A, Clause 14, 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 Annexure 4, Clause 53, Trade Union Activities Regarded as On Duty, 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 Annexure 4, clause 12, Casual Employment.

"Overtime" is defined in Part A, Clause 10.3.

"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.

"Professional qualifications" means full membership of the Institute of Chartered Accountants in Australia or CPA Australia or, for Performance Audit employees, appropriate agreed equivalent qualifications.

"Public holiday" means a day proclaimed under the *Banks and Bank Holidays Act 1912*, as a bank or a public holiday. This definition does not include a Saturday which is such a holiday by virtue of section 15A 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 bandwidth.

"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 Employment Cost (TEC) 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.

"Remuneration Committee" means a committee established by the Auditor-General to assess annual remuneration recommendations.

"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 Part A, Clause 5.6, 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. Secondments under section 86 of the Act are also to comply with the Commentary and Guidelines on Staff Mobility (temporary staff transfers - section 86 and temporary assignment - section 88) and Cross-Agency Employment (section 100) *Public Sector Employment and Management Act 2002*.

"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.

"Supervisor" means the immediate supervisor or manager of the area in which an employee is employed or any other employee authorised by the Business Unit Leader to fulfil the role of a supervisor or manager.

"Temporary work location" means place of work as defined by Part A, Clause 11.1(a) or for country travel and the employee temporarily performs official duty away from "Place of Employment" as defined in Part A, Clause 11.1(b).

"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.

"Transition" means the processes involved in moving from positions and classifications immediately prior to the commencement of the Crown Employees (Audit Office) 2004 Award or the Crown Employees (Audit Office) 2008 Award to those positions and classifications described in this Award.

"Transition remuneration" means remuneration as at 1 January 2005.

"Undergraduate studies" means, as a minimum, a standard accounting degree recognised by the Institute of Chartered Accountants in Australia 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

The parties to this Award are:

The Audit Office of New South Wales

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

- (a) 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.

- (b) 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.
- (c) 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.
- (d) 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.
- (e) Resignation - two weeks notice in writing is required unless the Audit Office agrees to a lesser period of notice.
- (f) 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 in the Audit Office is Total Employment Cost (TEC). TEC is expressed as the total of base pay, Superannuation Guarantee Contribution and annual leave loading.

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

5.3 Broad Remuneration Bands

- (a) This Award prescribes the remuneration bands for Audit Professional employees, Corporate Professional employees and Corporate Administrative employees in Part B, Tables 1 and 2.
- (b) Market benchmarking is used to inform the determination of remuneration bands for each classification in Part B, Tables 1 and 2.

5.4 Variations to Remuneration Bands

- (a) From the beginning of the first pay period to commence on or after 1 July 2009, the remuneration bands are set out in Part B, Tables 1 and 2
- (b) From the beginning of the first pay period to commence on or after 1 July 2010, the remuneration bands are set out in Part B, Tables 1 and 2
- (c) From the beginning of the first pay period to commence on or after 1 July 2011, the remuneration bands will be determined by applying an increase of the greater of:

3.5% OR

The percentage increase negotiated by the Association and included in the Crown Employees Public Sector Salaries Award, relevant to the first pay period to commence on or after 1 July 2011.

- (d) The relationship between the Audit Office (Crown Employees) Award 2009 and the Crown Employees Public Sector Salaries Award does not extend beyond the end of the duration of this award as defined in Part A, Clause 17.7.

5.5 Appointment and Progression

- (a) Audit Professional Levels B and C, Corporate Professional Levels A, B and C and Corporate Administrative Levels 1 to 4, may be appointed at any point within the relevant remuneration band depending on experience, skills and the remuneration necessary to attract them to the position.
- (b) Appointment to Audit Professional Levels B and C is dependent on satisfactory completion of their professional qualifications or approved post graduate studies.
- (c) This Award prescribes the appointment and progression criteria for Audit Professional Level A at Annexure 1.
- (d) School Leavers will normally be appointed to Auditor Professional Level A, Level 1, Pay Point 1, as set out in Table 2 and will progress as described in Annexure 1. However the Auditor-General may appoint auditors at any pay point dependent on their qualifications, skills and experience.
- (e) Graduates will normally be appointed to Auditor Professional Level A, Level 2, Pay Point 1 as set out in Table 2 and will progress as described in Annexure 1. However the Auditor-General may appoint auditors at any pay point dependent on their qualifications, skills and experience.
- (f) The Auditor-General may determine the commencing remuneration for new Graduates within the band spanning Auditor Professional Level A, Level 2, Pay Point 1 to Auditor Professional Level A, Level 2, Pay Point 2.

5.6 Corporate Administrative Employees

- (a) Corporate Administrative employees are those who, 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.
- (b) Corporate Administrative employees will continue to be employed under the conditions set out in Part A, Clause 5.6 (a) until Part A, Clause 5.6 (c) occurs.
- (c) 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".
- (d) Remuneration bands for the replacement roles are set out in Part B, Table 1.

6. Transition Arrangements

6.1 General

This section describes all transition arrangements.

6.2 Transition Remuneration

- (a) Subject to satisfactory performance, employees whose transition remuneration at the commencement of the Crown Employees (Audit Office) Award 2004 was higher than the 45th percentile of the relevant remuneration band were guaranteed a minimum remuneration for 6 years from the date of their appointment. This is calculated as their transition remuneration plus a percentage increase each 1 July until 2010. The increase will be the movement in the relevant remuneration band less 0.5% (e.g. if the remuneration band is increased by 4%, the guaranteed increase will be 3.5%). This clause ceases to apply following remuneration band movements dated 1 July 2010. Remuneration band movements following that date will be applied consistently with all other staff.

- (b) State Fleet based motor vehicle packaging arrangements will cease for all employees currently in receipt of those arrangements at the next expiry date of their current lease.
- (c) Those Audit Seniors who were appointed at their transition remuneration level above the Audit Professional Level A, Level 4, Pay Point 3 at the commencement of the Crown Employees (Audit Office) Award 2004, and who are not assessed as "proficient" or "advanced" will continue to receive the same level of remuneration as at the transition date, increased annually by the equivalent of the adjustment of the remuneration band.

6.3 Progression

Employees formerly designated Project Clerks who transitioned to Auditor under the Crown Employees (Audit Office) Award 2004 will not be required to complete a degree to progress to Audit Professional Level A, Level 4.

7. Annual Remuneration Assessment - Audit Professionals Levels B and C, Corporate Professionals Levels B and C, Corporate Administrative Levels 1 to 4

7.1 General

- (a) Remuneration for these employees will be determined annually based on assessed contribution in accordance with the competency zones and minimum guaranteed pay levels set out in Annexure 2.
- (b) 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 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.
- (c) The remuneration of all Audit Professional Levels B and C, Corporate Professional Levels A, B and C and Corporate Administrative Levels 1 to 4 will at least be maintained at the same level at each annual remuneration assessment except where:
 1. an employee's performance has been assessed as "unsatisfactory" and a formal process for managing unsatisfactory performance results in a recommendation to reduce remuneration. In these circumstances the reduction may not be below the minimum guaranteed levels set out in Annexure 2; or
 2. an employee is initially assessed at a percentile rate in the Superior or Expert zone, but the next assessment does not support or does not fully support that assessment.
- (d) In the circumstance where an employee is initially assessed at a percentile rate in the Superior or Expert zone, the following applies:

Superior

When an employee is first assessed as "superior" (as defined in Annexure 2), the employee's remuneration will be set at the maximum of the competent zone and the balance paid as an allowance for the first 12 months. If the Superior assessment is confirmed at the next annual remuneration assessment (which may be higher or lower than the first "superior" assessment), the employee's remuneration will be confirmed at the level of the second assessment.

If the assessment at the second remuneration assessment is below the superior zone, then the employee's remuneration will be set at the maximum of the competent zone and will be maintained at that level.

Expert

When an employee is first assessed as "expert" (as defined in Annexure 2), the employee's remuneration will be set at the maximum of the superior zone and the balance paid as an allowance for the first 12 months. If the Expert assessment is confirmed at the next annual remuneration assessment (which may be higher or lower than the first "expert" assessment) the employee's remuneration will be confirmed at the level of the second assessment.

If the assessment at the second remuneration assessment is below the Expert zone, then the employee's remuneration will be set at the maximum of the superior zone and will be maintained at that level.

- (e) Other than the exceptions described in Part A, Clause 7.1 (c) and (d), 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.
- (f) During an Annual Remuneration Assessment, remuneration will be reviewed but will not necessarily be increased as a result of such review.
- (g) The remuneration assessment process will include the following elements:
 1. The assessment will be conducted within business guidelines issued by the Audit Office from time to time.
 2. Recommendations will be prepared by Business Unit Leaders based on a range of inputs, which will include, but will not be limited to, performance reviews and advice from other senior employees. Other considerations will include potential for development, specialist skills or knowledge and contribution to Audit Office objectives. Guidelines current at the date of this Award are included in Annexure 2.
 3. Business Unit Leaders within a Branch will review all recommendations for their Branch and forward them to the next level of management for review.
 4. A Remuneration Committee will review and consider the recommendations on remuneration for individuals and forward these to the Auditor-General for approval.

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 Business Unit Leader. 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 including, where requested, Association representation. 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 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. All parties are committed to managing time worked to prevent any forfeiture of credit hours accumulated under a Flexible Working Hours arrangement.

9.1 Flexible Working Hours

- (a) Ordinary Working Hours - full-time ordinary working hours shall be 35 hours per week, Monday to Friday.
- (b) Settlement period - the settlement period shall be one calendar month.
- (c) Flex Contract Hours - the contract hours for a settlement period shall be calculated by multiplying the available working days and public holidays by 7.
- (d) Flex Year - the Flex Year is 1 January to 31 December.
- (e) Bandwidth - the bandwidth shall be between the hours of 6am and 10pm
- (f) Coretime - employees must work a minimum of 3.5 consecutive hours (excluding meal breaks) between 9am and 5pm.
- (g) Attendance - a maximum of 10 hours per day can be worked as flex time. An employee's attendance outside the hours of a standard day, but within the bandwidth, shall be subject to the availability of work. Employees may be asked to leave work at the expiry of 7 hours. Time of attendance at work is always subject to the needs of the Audit Office and the agreement of the employee's manager.
- (h) Flex Leave - can be taken in multiples of half days. Flex leave may only be taken with the approval of the employee's manager. Up to 2 days flex leave can be taken per settlement period and may be taken consecutively, but cannot be combined with flex leave from another settlement period, except:
 - 1. For employees other than Financial Audit employees, where up to 5 consecutive days flex leave may be taken in each half of the flex year, but cannot be combined.
 - 2. For Financial Audit employees, where up to 5 consecutive days flex leave may be taken between 1 January and 30 June, and any carry over of up to 10 days (70 hours) at 31 October must be taken as flex leave (consecutive or otherwise) between 1 November and 31 December.
- (i) A maximum of 24 flex days can be taken per flex year. During designated busy periods, employees may take flex leave only with the approval of their manager. Designated busy periods are:
 - 1. Financial Audit - 1 July to 31 October and 1 February to 30 April.
 - 2. Other areas of the Audit Office - where flex leave is restricted by fluctuating busy periods, Business Unit Leaders will determine these periods for their respective areas.
- (j) Carry Over:
 - 1. A maximum credit carry over of 70 hours to the next settlement period within a flex year applies to all employees except Financial Audit employees as per Clause 9.1(j) 2.
 - 2. Credit hours are to be cleared by 31 December each year with a maximum carry over of 10 hours to the new flex year except for:

Financial Audit employees can carry over 105 hours during the period 1 July to 31 December. Where the carry over is more than 70 hours at 31 October, the hours above 70 and up to 105 may also be taken as flex leave by close of business 31 December. Where this is not practical those hours will be carried over to the new flex year (this carry over includes the 10 hours for all employees, however will not exceed 35 hours).

- (k) The maximum debit carry over is 10 hours at all times.
- (l) Where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the employee elects to be granted available recreation or extended leave to offset the excess.
- (m) 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.
- (n) The employee and their manager must develop a strategy to ensure that accumulated Flex Leave is monitored and taken in accordance with these arrangements and not forfeited.
- (o) Completion of Flex Sheets
 - 1. Employees are required to return their monthly flex sheets to their manager for approval no later than one week following the end of the settlement period to which they relate.
 - 2. Managers are obliged to return approved flex sheets to the Remuneration and Conditions Manager no later than two weeks following the end of the settlement period to which they relate.
 - 3. A Manager will refuse to approve flex leave if flex sheets are not up to date and in agreement with the practice management system.
 - 4. A Manager will not approve flex taken in conjunction with other forms of leave, unless the appropriate form is submitted in advance of the leave.

9.2 Other Flexible Work Practices

The options available for other flexible work practices are detailed in Annexure 3.

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:

- (a) The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements
- (b) Any risk to an employee's health and safety
- (c) The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services
- (d) 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
- (e) Any other relevant matter.

- 10.3 Overtime will apply when employees are directed to work:
- (a) More than 8 hours on a working day, or
 - (b) Before 7.30am or beyond 7pm on a working day, or
 - (c) On a weekend or public holiday.
- 10.4 All overtime will be credited as time in lieu as follows:
- (a) In the case of employees up to and including Audit Professional Level B, Corporate Professional Level A, and Corporate Administrative Levels 1 to 4, in accordance with overtime conditions as set out from time to time in Annexure 4.
 - (b) 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. This time limit may be extended during designated busy periods within the Flex Time arrangements, on a basis consistent with any extended settlement period for Flex Time. Any request to extend the time limit must be made prior to the three month expiry period.
- 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% 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% superannuation component.
- 10.8 Rates - Overtime shall be paid at the following rates:
- (a) 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 bandwidth.
 - (b) 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.
 - (c) Sundays - All overtime worked on a Sunday at the rate of double time.
 - (d) 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
- (a) An employee who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
 - (b) Where an employee, at the direction of the supervisor, 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

(a) Place of Work

"Place of work" means the Greater Metropolitan Area defined by a boundary drawn from: to the north, from Broken Bay by the boundary created by the Hawkesbury River to Windsor; to the west, from Windsor by the boundary created by the Nepean River to Camden; to the east, directly across to Campbelltown, then across to the southern boundary of the Royal National Park and Port Hacking.

(b) Place of Employment

"Place of Employment" means 1 Margaret Street, Sydney.

(c) Travel time

Travel time from home to "place of work" does not form part of working hours. However, excess travel time may be included in working hours where the time spent travelling to and from home and "place of work" in a 5 day working week exceeds 2.5 hours more than the time it would normally take to travel to and from home and "place of employment". The amount exceeding 2.5 hours will be deemed to be excess travel and may be treated as 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

Travel outside of the Greater Metropolitan Area, where overnight accommodation is approved, shall be paid in accordance with the rates as set out from time to time in Annexure 4.

11.4 Excess Travelling Time

An employee directed by the Audit Office to travel on official business outside the usual hours of duty to perform duty at a location other than their place of employment will, at the Audit Office's discretion, be compensated for such time either by:

(a) Payment calculated in accordance with the provisions contained in Part A Clause 11, or

(b) If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the employee's manager.

11.5 Compensation under paragraphs 11.4(a) and 11.4(b) of this clause shall be subject to the following conditions:

(a) On a non-working day, subject to the provisions of paragraphs 11.6(d), 11.6(e), 11.6(f) and 11.6(g) of this clause, all time spent travelling on official business;

(b) On a working day, subject to the provisions of subclause 11.6 of this clause, all time spent travelling on official business outside the contract hours ,

provided the period for which compensation is being sought is more than a half an hour on any one day.

11.6 Compensation for excess travelling time shall exclude the following:

- (a) Time from 11.00 p.m. on one day to 7.30 a.m. on the following day if sleeping facilities have been provided
- (b) Travel not undertaken by the most practical available route and by the most practical and economic means of transport
- (c) Working on board ship where meals and accommodation are provided
- (d) Any travel undertaken by an employee whose salary includes an all incidents of employment component
- (e) Time within the flex time bandwidth
- (f) Travel overseas.

11.7 Compensation

- (a) Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.
- (b) Payment for travelling time calculated in terms of this clause shall be at the employee's ordinary rate of pay on an hourly basis calculated as follows:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal hours of work}}$$

- (c) The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.
- (d) Employees whose salary is in excess of the maximum rate for Clerk, Grade 5 shall be paid travelling time or waiting time calculated at the maximum rate for Clerk, Grade 5 plus \$1.00 per annum, as adjusted from time to time.

11.8 Waiting Time

When an employee travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or headquarters and such time is outside the normal hours of duty, the waiting time shall be treated and compensated for in the same manner as excess travelling time pursuant to Part A Clause 11.6.

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 the Institute of Chartered Accountants in Australia or CPA Australia.
- 12.4 Details of support offered are set out in a number of Audit Office policy documents available on the 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 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:
- (a) Any conduct or act which is specifically exempted from anti-discrimination legislation
 - (b) Offering or providing junior rates of remuneration to persons under 21 years of age
 - (c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*
 - (d) 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.
- 13.7 Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in the Act affects... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

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 in order 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 occupational 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 in order 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

- (a) 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.
- (b) 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.
- (c) Any casual employee who has a right to elect under paragraph 16.2(a), upon receiving notice under paragraph 16.2(b) 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.
- (d) 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.
- (e) 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.
- (f) 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(c), the Audit Office and employee shall, in accordance with this paragraph, and subject to paragraph 16.2(c), discuss and agree upon:
- (1) whether the employee will convert to full-time or part-time employment, and
 - (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.

- (g) Following an agreement being reached pursuant to paragraph (f), 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.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

16.3 Occupational Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
- (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.
 - (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.
- (b) 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):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely
 - (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
 - (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.
- (c) 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 *Occupational Health and Safety Act 2000* 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 Part A, Clause 14 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 Annexure 1.
- 17.2 Other terms and conditions, except as provided for within this Award, shall be those set out in Annexure 4, Audit Office Conditions of Employment.

- 17.3 The terms and conditions provided for within this Award take precedence over Audit Office published policies. Where neither this Award nor an Audit Office published policy provides guidance reference will be made to the NSW Government Personnel Handbook.
- 17.4 If, during the currency of this award, the Crown Employees (Public Service Conditions of Employment) Award 2009, is amended or varied, a meeting of the Audit Office Award Negotiation Team 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 4. The meeting, its composition, negotiations and decision making process, will be governed by its Charter dated 10 March 2009 or subsequent versions of that Charter amended with the approval of the Award Negotiation Team.
- 17.5 Negotiations for the next award will commence at least six months prior to the expiry of this award.
- 17.6 This award rescinds and replaces the Crown Employees (Audit Office) Award 2008 published 11 July 2008 (366 I.G. 112).
- 17.7 The award shall take effect on and from the beginning of the first pay period to commence on or after 14 October 2010 and remain in force until 30 June 2012.

Table 1 - Remuneration Bands

Effective from the beginning of the first pay period to commence on or after 1 July 2009

Classifications	1 July 2009 to 30 June 2010		1 July 2010 to 30 June 2011	
	Minimum \$	Maximum \$	Minimum	Maximum
Audit Professional Level A	31,562	80,989	32,824	84,229
Audit Professional Level B	76,225	113,593	79,274	118,137
Audit Professional Level C	107,190	150,566	111,478	156,589
Corporate Professional Level A	76,596	107,364	79,660	111,659
Corporate Professional Level B	92,153	142,746	95,839	148,456
Corporate Professional Level C	136,438	165,927	141,896	172,564
Corporate Administrative Level 1	35,500	44,500	36,920	46,280
Corporate Administrative Level 2	42,600	53,700	44,304	55,848
Corporate Administrative Level 3	51,300	65,600	53,352	68,224
Corporate Administrative Level 4	62,600	79,300	65,104	82,472

Table 2 - Audit Professional Level A Pay Points

1 July 2009 to 30 June 2010					
	Pay Point 1 \$	Pay Point 2 \$	Pay Point 3 \$	Pay Point 4 \$	Pay Point 5 \$
Level 1	31,562	34,062	38,112	44,067	
Level 2	48,831	52,999			
Level 3	57,168	61,932	66,696		
Level 4	69,078	72,651	76,225	78,605	80,989

1 July 2010 to 30 June 2011					
	Pay Point 1	Pay Point 2	Pay Point 3	Pay Point 4	Pay Point 5
	\$	\$	\$	\$	\$
Level 1	32,824	35,424	39,636	45,830	
Level 2	50,784	55,119			
Level 3	59,455	64,409	69,364		
Level 4	71,841	75,557	79,274	81,749	84,229

Auditors who are full members of the ICAA or CPAA are entitled to additional remuneration of \$1,000 per annum. Performance Auditors who have completed an approved post graduate qualification relevant to their role are entitled to additional remuneration of \$1,000 per annum.

ANNEXURE 1

Progression within Audit Professional Level A, Levels 1 - 4 Financial Audit

Progression Within Level			
Audit Professional Level A, Level 1	Audit Professional Level A, Level 2	Audit Professional Level A, Level 3	Audit Professional Level A, Level 4
<p>School leavers commence on the minimum remuneration of Audit Professional Level A, Level 1, Pay Point 1</p> <p>After 6 months from commencement school leavers progress to Audit Professional Level A, Level 1, Pay Point 2</p> <p>After 12 months from commencement confirm or reject permanent appointment. If confirmed progress to Audit Professional Level A, Level 1, Pay Point 3</p> <p>After 18 months from commencement school leavers progress to the maximum remuneration of Audit Professional Level A, Level 1, Pay Point 4</p>	<p>Graduates commence on Audit Professional Level A, Level 2, Pay Point 1</p> <p>After 12 months confirm or reject permanent appointment of Graduates.</p> <p>Appoint to Audit Professional Level A, Level 2, Pay Point 2 if progression to Audit Professional Level A, Level 3 is not achieved.</p>	<p>Commence on Audit Professional Level A, Level 3, Pay Point 1</p> <p>After 12 months progress within Audit Professional Level A, Level 3 Pay Points if progression to Audit Professional Level 4 is not achieved</p> <p>After this, can progress within the Pay Points range of Audit Professional Level A, Level 3, subject to satisfactory work performance as evidenced by performance reviews and study progress</p>	<p>Commence Audit Professional Level A, Level 4, Pay Point 1</p> <p>After 12 months progress within Audit Professional Level A, Level 4 Pay Points, subject to assessment, which will consider progress in their professional qualifications (school leavers must have commenced studies to progress within the Pay Points); achievement of competencies as evidenced by performance reviews; completion of Learning & Development requirements, and contribution to Audit Office objectives</p>

Progression to Next Level			
Audit Professional Level A, Level 1	Audit Professional Level A, Level 2	Audit Professional Level A, Level 3	Audit Professional Level A, Level 4
<p>School leavers progress to Audit Professional Level A, Level 2, Pay Point 1 after initial 24 months, subject to satisfactory performance in work as evidenced by performance reviews and progress with their undergraduate studies.</p>	<p>Graduates - progress to Audit Professional Level A, Level 3, Pay Point 1 subject to satisfactory work performance as evidenced by performance reviews and satisfactory progress towards their professional qualifications.</p> <p>School leavers - progress to Audit Professional Level A,</p>	<p>Graduates - Progress to Audit Professional Level A, Level 4, Pay Point 1 subject to assessment, which will consider progress towards their professional qualifications; achievement of competencies as evidenced by performance reviews; completion of Learning & Development requirements, and</p>	<p>Progression from Audit Professional Level A, Level 4 or other Pay Points within Level A, to Audit Professional Level B will not take place unless the employee has fully completed their professional qualifications.</p>

	Level 3, Pay Point 1 subject to satisfactory work performance as evidenced by performance reviews and progress with their undergraduate studies.	contribution to Audit Office objectives. School leavers - progress to Audit Professional Level A, Level 4, Pay Point 1 subject to completion of their undergraduate studies, and satisfactory work performance as evidenced by performance reviews.	
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Progression in Audit Professional Level A, Levels 1 - 4 Performance Audit

Progression Within Level			
Audit Professional Level A, Level 1	Audit Professional Level A, Level 2	Audit Professional Level A, Level 3	Audit Professional Level A, Level 4
Not applicable - no Performance Audit staff appointed as school leavers.	<p>Graduates commence on Audit Professional Level A, Level 2, Pay Point 1</p> <p>After 12 months confirm or reject permanent appointment of Graduates.</p> <p>Appoint to Audit Professional Level A, Level 2, Pay Point 2 if progression to Auditor Level 3 is not achieved.</p>	<p>Commence on Audit Professional Level A, Level 3, Pay Point 1</p> <p>After 12 months progress within Audit Professional Level A, Level 3 Pay Points if progression to Auditor Level 4 is not achieved</p> <p>After this, can progress within the Pay Points range of Audit Professional Level A, Level 3, subject to satisfactory work performance as evidenced by performance reviews and satisfactory progress in formal or informal approved post graduate studies relevant to the graduate's professional discipline.</p>	<p>Commence Audit Professional Level A, Level 4, Pay Point 1</p> <p>After 12 months progress within Audit Professional Level A, Level 4 Pay Points, subject to assessment, which will consider progress in performance reviews and satisfactory progress in formal or informal approved post graduate studies relevant to the graduate's professional discipline; achievement of competencies as evidenced by performance reviews; completion of Learning & Development requirements, and contribution to Audit Office objectives</p>

Progression to Next Level			
Audit Professional Level A, Level 1	Audit Professional Level A, Level 2	Audit Professional Level A, Level 3	Audit Professional Level A, Level 4
Not applicable - no Performance Audit staff appointed as school leavers.	<p>Graduates - progress to Audit Professional Level A, Level 3, Pay Point 1 subject to satisfactory work performance as evidenced by performance reviews and satisfactory progress in formal or informal approved post graduate studies relevant to the graduate's professional discipline.</p>	<p>Graduates - Progress to Audit Professional Level A, Level 4, Pay Point 1 subject to assessment, which will consider progress in formal or informal approved post graduate studies relevant to the graduate's professional discipline; achievement of competencies as evidenced by performance reviews; completion of Learning & Development requirements, and</p>	<p>Progression from Audit Professional Level A, Level 4 or other Pay Points within Level A, to Audit Professional Level B will not take place unless the employee has fully completed their professional qualifications.</p>

		contribution to Audit Office objectives.	
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ANNEXURE 2

Remuneration Competency Zones, Competency Zone Guidelines and Definitions and Minimum 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

Minimum Remuneration Levels

Where an assessed competency level is lower than the minimum guaranteed levels of remuneration set out below, for Audit Professional Levels B and C, Corporate Professional Levels A and B and Corporate Administration Levels 1 to 4 the minimum level is payable:

- After 1 Year - minimum percentile 15% of remuneration band
- After 2 Years - minimum percentile 25% of remuneration band
- After 3 Years - minimum percentile 35% of remuneration band
- After 4 years - minimum percentile 45% of remuneration band

Competency zones, expressed in percentiles of the remuneration band, will be set at the beginning of each three-year period and will not be altered during the life of the Award. When a remuneration band is adjusted, the Competency Zone Percentiles will be applied to the new 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 ie 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:

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

Sustained performance - Is the level of performance consistent over time (this is a longer term view of performance)?

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?

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:

The depth and breadth of capability required to keep the job on track (time and budget) and delivering quality outcomes.

What the employee is doing to maintain or improve themselves.

The skills and behaviours of the employee as they relate to the job itself.

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:

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.

Achievement of role responsibilities and reaching expected outcomes, anticipating and managing risks, conflicts, competing demands, impediments, and changes.

Demonstrating the competencies of the role for their level of expertise, or even showing levels of proficiency beyond the role.

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 Supervisors, so it's important to think about delegation and development in advance.

In determining promotability, the following are considered:

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?

The extent to which the employee is a self starter who consistently seeks greater challenges.

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?

Are they accountable for their own ideas and activities, and confident in their own decision-making?

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 and Supervisors 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:

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.

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.

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:

The influence the employee has over peers - for expertise, situational knowledge, approachability, mentorship (formal or informal), attitude, etc.

The extent to which peers seek and value specific advice or more general coaching.

The extent of the employee's external profile, if working in a capacity where this is required.

The employee's profile within the Office.

What would clients say about this employee's level of professionalism, service, and work ethic.

ANNEXURE 3

Other Flexible Work Practices

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

- (a) Working weekends and public holidays at employee's request, will be compensated with time off during the week on an hour for hour basis (not at overtime rates).
- (b) 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).
- (c) 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.
- (d) 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.
- (e) 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 occupational health & safety requirements.
- (f) Job share and part time work.
- (g) Leave without pay. Such requests will be considered on a case-by-case basis.
- (h) Career Break Scheme for up to 3 years maximum.

ANNEXURE 4

Audit Office Conditions of Employment

The conditions of employment in Annexure 4 have been selected from the Crown Employees (Public Service Conditions of Employment) Award 2009 as it exists at the date of making this award. The clause titles are the same, although the clause wording has been adjusted to refer to the Auditor-General, The Audit Office and employees.

Clause No.	Subject Matter
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PART 1

Section 1 - Framework

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

Section 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

Section 3 - Travel Arrangements

- 3.1 Travelling Compensation
- 3.2 Meal Expenses on One-Day Journeys
- 3.3 Restrictions on Payment of Travelling Allowances
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Section 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 Semi-Official Telephones
- 4.5 Compensation for Damage to or Loss of Employees' Personal Property
- 4.6 First Aid Allowance
- 4.7 Review of Allowances Payable in Terms of This Award

Section 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

Section 6 - Leave

- 6.1 Leave - General Provisions
- 6.2 Absence from Work
- 6.3 Applying for Leave
- 6.4 Extended Leave
- 6.5 Family and Community Service Leave
- 6.6 Leave Without Pay
- 6.7 Military Leave
- 6.8 Observance of Essential Religious or Cultural Obligations
- 6.9 Parental Leave
- 6.10 Purchased Leave
- 6.11 Recreation Leave
- 6.12 Sick Leave
- 6.13 Sick Leave - Requirements for Evidence of Illness
- 6.14 Sick Leave to Care for a Family Member
- 6.15 Sick Leave - Workers Compensation

- 6.16 Sick Leave - Claims Other Than Workers Compensation
- 6.17 Special Leave

Section 7 - Training and Professional Development

- 7.1 Staff Development and Training Activities

Section 8 - Shift Work and 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

Section 9 - Miscellaneous

- 9.1 Existing Entitlements

PART 2

MONETARY RATES

Table 1 - Allowances

1.1. Work Environment

- 1.2 Occupational 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 Occupational Health, Safety and Rehabilitation;
 - 1.2.2 assisting to achieve the objectives of the *Occupational Health and Safety Act 2000* and the *Occupational Health and Safety Regulation 2001* by establishing agreed Occupational 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 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.

2.1 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 paragraph 2.1.2.2 of this subclause 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) 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; or
 - (b) Outside the bandwidth 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; or
 - (e) In accordance with a local arrangement negotiated under Part A clause 10 of this award.

- 2.1.3.2 Overtime rates will be paid in accordance with the rates set in Part A, Clause 10.
- 2.1.3.3 Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in paragraph 2.1.2.2 of this clause.
- 2.1.3.4 The loading in lieu of annual leave as set out in paragraph 2.1.2.3 of this clause 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 subclauses 2.1.4, 2.1.5 and 2.1.6 of this clause, casual employees are not entitled to any other paid or unpaid leave.
- 2.1.4.2 As set out in paragraph 2.1.2.3 of this clause, 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 *Long Service Leave Act 1955*.
- 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.

2.1.5 Personal Carers entitlement for casual employees

- 2.1.5.1 Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in paragraph 6.14.4.2 of clause 6.14, Sick Leave to Care for a Family Member of this award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out in paragraph 2.1.5.4, and the notice requirements set out in paragraph 2.1.5.5 of this clause.
- 2.1.5.2 The Audit Office and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend 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 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 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 and that the illness is such as to require care by another person, 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.

In normal circumstances, a casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

- 2.1.5.5 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 of their inability to attend for duty. 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 not be available to attend 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 not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend 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 of their inability to attend for duty. 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:

- 1 Natural Emergencies and Major Transport Disruptions
- 2 Public Holidays
- 3 Semi-Official Telephones
- 4 relating to Trade Union activities
- 5 Travelling and other costs of Trade Union Delegates
- 6 Leave - General Provisions
- 7 relating to the various Leave provisions
- 8 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 4/48ths in lieu of recreation leave; or
 - (b) if working under a Flexible Working Hours scheme under Part A Clause 9 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 bandwidth payment shall be made at the appropriate overtime rate in accordance with Part A Clause 10.8, Rate of Payment for Overtime of this Annexure.

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 family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

2.4. Public Holidays

- 2.4.1 Unless directed to attend for duty by the Audit Office, an employee is entitled to be absent from duty without loss of pay on any day which is:
- 2.4.1.1 a public holiday throughout the State; or

- 2.4.1.2 a local holiday in that part of the State at or from which the employee performs duty; or
- 2.4.1.3 a day between Boxing Day and New Year's Day determined by the Auditor-General as a public service holiday.
- 2.4.2 An employee required by the Department Head Audit Office to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- 2.4.3 If a local holiday falls during a employee's absence on leave, the employee is not to be credited with the 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 staff member 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 Department Head 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 sick leave in accordance with Annexure 4, clause 6.12, Sick Leave of this award, or access to the flexible working hours scheme provide in clause 9 flexible practices, where applicable.

Section 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 Part A, Clause 11.
- 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 Where available at a particular centre or location, the overnight accommodation to be occupied by employees who travel on official business shall be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.

- 3.1.4 Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.
- 3.1.5 The Audit Office will elect whether to pay the accommodation directly or whether an employee should pay the accommodation and be compensated in accordance with this clause. Where practicable, employees shall obtain prior approval when making their own arrangements for overnight accommodation.
- 3.1.6 Subject to subclause 3.1.14 of this clause, an employee who is required by the Audit Office to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform the work.
- 3.1.7 If meals are provided by the Government at the temporary work location, the employee shall not be entitled to claim the meal allowance.
- 3.1.8 For the first 35 days, the payment shall be:
- 3.1.8.1 where the Audit Office elects to pay the accommodation provider the employee shall receive:
- (a) the appropriate meal allowance in accordance with Annexure 4, Part 2 Monetary Rates and
 - (b) incidentals as set out in Annexure 4, Part 2 Monetary Rates, and
 - (c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel.
- 3.1.8.2 where the Audit Office elects not to pay the accommodation provider the employees shall elect to receive either:
- (a) the appropriate rate of allowance specified in Annexure 4, Part 2 Monetary Rates, and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
 - (b) in lieu of subparagraph (a) of this paragraph, payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Annexure 4, Part 2 Monetary Rates.
- 3.1.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the employee satisfies the Audit Office that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.
- 3.1.10 Where an employee is unable to so satisfy the Audit Office, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- 3.1.11 After the first 35 days - If an employee is required by the Audit Office to work in the same temporary work location for more than 35 days, such employee shall be paid the appropriate rate of allowance as specified in Annexure 4, Part 2 Monetary Rates.
- 3.1.12 Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause 3.1.11 of this clause, the Audit Office may make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by an employee working from a temporary work location.

- 3.1.13 The return of an employee to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.
- 3.1.14 This clause does not apply to employees who are on an employee-initiated secondment in accordance with section 86 of the Act and described in the Commentary and Guidelines on Staff Mobility (temporary staff transfers - section 86 and temporary assignment - section 88) and Cross-Agency Employment (section 100) *Public Sector Employment and Management Act 2002*.
- 3.2 Meal Expenses on One-Day Journeys
- 3.2.1 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 Annexure 4, Part 2 Monetary Rates for:-
- 3.2.1.1 Breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
- 3.2.1.2 An evening meal when required to travel until or beyond 6.30 p.m.; and
- 3.2.1.3 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 headquarters at the time of taking the normal lunch break.
- 3.3 Restrictions on Payment of Travelling Allowances
- 3.3.1 An allowance under Annexure 4, Section 3.1, Travelling Compensation, is not payable in respect of:
- 3.3.1.1 Any period during which the employee returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;
- 3.3.1.2 Any period of leave, except with the approval of the Audit Office or as otherwise provided by this clause; or
- 3.3.1.3 Any other period during which the employee is absent from the employee's temporary work location otherwise than on official duty.
- 3.3.2 An employee who is in receipt of an allowance under Annexure 4, Section 3.1, Travelling Compensation shall be entitled to the allowance in the following circumstances:
- 3.3.2.1 When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the employee's residence; and for the return journey from the employee's residence to the temporary work location, or
- 3.3.2.2 When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the employee's residence or to take up duty at another temporary work location.
- but is not entitled to any other allowance in respect of the same period.

3.4. Increase Or Reduction in Payment of Travelling Allowances

- 3.4.1 Where the Audit Office is satisfied that a travelling allowance is:

- 3.4.1.1 Insufficient to adequately reimburse the employee for expenses properly and reasonably incurred, a further amount may be paid to reimburse the employee for the additional expenses incurred; or
- 3.4.1.2 In excess of the amount which would adequately reimburse the employee for expenses properly and reasonably incurred, the allowance may be reduced to an amount which would reimburse the employee for expenses incurred properly and reasonably.

3.5. Production of Receipts

Payment of any actual expenses shall be subject to the production of receipts, unless the Audit Office is prepared to accept other evidence from the employee.

3.6. 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.

Section 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 Annexure 4, Part 2 Monetary Rates for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 4.1.4.1 of this clause.
- 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 Part A, Clause 11, 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 subparagraph is exclusive of, and not in addition to, days referred to in subparagraphs (a), (b) and (c) of this paragraph.
 - (e) When the employee buys a weekly or other periodical rail or bus ticket, provided the Audit Office is satisfied that:
 - (i) at the time of purchasing the periodical ticket the employee did not envisage the use of their private motor vehicle on approved official business;
 - (ii) the periodical ticket was in fact purchased; and
 - (iii) in regard to train travellers, no allowance is to be paid in respect of distance between the employee's home and the railway station or other intermediate transport stopping place.

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 Director, Corporate Services.

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 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 Department of Premier and Cabinet Circular as issued from time to time.

4.4. Semi-Official Telephones

- 4.4.1 Reimbursement of expenses associated with a private telephone service installed at the residence of an employee shall be made as specified in this clause if the employee is required to be contacted or is required to contact others in connection with the duties of his/her position in the Audit Office, as and when required.
- 4.4.2 The service must be located in the employee's principal place of residence and its telephone number communicated to all persons entitled to have out of hours contact with the employee.
- 4.4.3 The semi-official telephone allowance applies to employees who are required, as part of their duties to:
- 4.4.3.1 Give decisions, supply information or provide emergency services; and/or
 - 4.4.3.2 Be available for reasons of safety or security for contact by the public outside of normal office hours.
- 4.4.4 Unless better provisions already apply to an employee or an employee has been provided with an official telephone, reimbursement of expenses under this clause shall be limited to the following:
- 4.4.4.1 The connection fee for a telephone service, if the service is not already available at the employee's principal place of residence;
 - 4.4.4.2 The full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
 - 4.4.4.3 The full cost of official local, STD and ISD calls.
- 4.4.5 To be eligible for reimbursement, staff must submit their telephone account and a statement showing details of all official calls, including:
- 4.4.5.1 Date, time, length of call and estimated cost;
 - 4.4.5.2 Name and phone number of the person to whom call was made; and
 - 4.4.5.3 Reason for the call.

4.5. Compensation for Damage to Or Loss of Employee's Personal Property

- 4.5.1 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.
- 4.5.2 If a claim under subclause 4.5.1 of this clause 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:
- 4.5.2.1 Is due to the negligence of the Audit Office, another employee, or both, in the performance of their duties; or
 - 4.5.2.2 Is caused by a defect in an employee's material or equipment; or
 - 4.5.2.3 Results from a employee's protection of or attempt to protect Audit Office property from loss or damage.
- 4.5.3 Compensation in terms of subclause 4.5.2 of this clause 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.

- 4.5.4 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.
- 4.5.5 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.

4.6. First Aid Allowance

- 4.6.1 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 Department of Premier and Cabinet Circular as issued from time to time.
- 4.6.2 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.
- 4.6.3 The Holders of current Occupational First Aid Certificate Allowance rate will apply to an employee appointed as a First Aid Officer who:
- 4.6.3.1 is appointed to be in charge of a First-Aid room in a workplace of 200 or more employees (100 for construction sites); and
 - 4.6.3.2 holds an Occupational First-Aid Certificate issued within the previous three years.
- 4.6.4 The First Aid Allowance shall not be paid during leave of one week or more.
- 4.6.5 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.
- 4.6.6 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.

4.7. Review of Allowances Payable in Terms of This Award

- 4.7.1 Adjustment of Allowances - Allowances contained in this award shall be reviewed as follows:
- 4.7.1.1 Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO):
 - (a) Annexure 4, Clause 3.1, Travelling Compensation;
 - (b) Annexure 4, Clause 3.2, Meal Expenses on One Day Journeys;
 - (c) Annexure 4, Clause 8.4, Overtime Meal Allowances, for breakfast, lunch and dinner.
 - 4.7.1.2 Allowances listed in this paragraph will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time by the Australian Taxation Office (ATO):
 - (a) Annexure 4, Clause 4.1, Allowances Payable for the Use of Private Motor Vehicles;

- 4.7.1.3 Allowances payable in terms of clauses listed in this paragraph shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):
- (i) Annexure 4, Clause 8.4, Overtime Meal Allowances, for supper.
- 4.7.1.4 Allowances payable in terms of clauses listed in this paragraph shall continue to be subject to a percentage increase under an Award, Agreement or Determination and shall be adjusted on and from the date or pay period the percentage increase takes effect:
- (a) Annexure 4, Clause 4.6, First Aid Allowance;
- (b) Annexure 4, Clause 8.2, On-Call (Stand-by) and On-Call Allowance.

Section 5 - Union Consultation, Access and Activities

5.1. Trade Union Activities Regarded as 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 Occupational Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Occupational Health and Safety Committee members at a place of work as provided for in the *Occupational Health and Safety Act 2000* and the Occupational Health and Safety Regulation 2001.
- 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:
- 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 Annexure 4, Clauses 5.1, 5.2 and 5.3 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 Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members. The provider(s) of accredited OH&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 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 supervisor 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 paragraph 5.9.1.3 of Annexure 2, Clause 5.9, Responsibilities of Workplace Management 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 paragraph 5.9.1.5 of this clause;
- 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 *Occupational Health and Safety Act 2000* and the *Industrial Relations Act 1996*.

5.11. Travelling and Other Costs of Trade Union Delegates

- 5.11.1 Except as specified in paragraph 5.9.1.3 of Annexure 4, Clause 5.9, Responsibilities of Workplace Management 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 paragraph 5.9.1.3 of clause 5.9, Responsibilities of Workplace Management 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 clauses 3.1, Travelling Compensation, 3.2, Meal Expenses on One-Day Journeys, or 3.3, Restrictions on Payment of Travelling Allowances 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 Part A, Clause 14, Industrial Dispute Settlement Procedure).
- 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.

Section 6 - Leave

6.1. Leave - General Provisions

- 6.1.1 The leave provisions contained in this Award apply to all employees.
- 6.1.2 Unless otherwise specified, part-time employees will receive the paid leave provisions of this award on a pro rata basis, calculated according to the number of hours worked per week.
- 6.1.3 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 unless reasonable cause is shown.
- 6.2.2 If an employee is to be absent from duty because of illness or other emergency, the employee shall notify or arrange for another person to notify the supervisor as soon as possible of the employee's absence and the reason for the absence.
- 6.2.3 If a satisfactory explanation for the absence, is not provided, the employee will be regarded as absent from duty without authorised leave and the Audit Office shall deduct from the pay of the employee the amount equivalent to the period of the absence.
- 6.2.4 The minimum period of leave available to be granted shall be a quarter day, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.
- 6.2.5 Nothing in this clause affects any proceedings for a breach of discipline against an employee who is absent from duty without authorised leave.

6.3. Applying for Leave

- 6.3.1 An application by an employee for leave under this award shall be made to and dealt with by the Audit Office
- 6.3.2 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 Schedule 3 of the *Public Sector Employment and Management Act 2002*.

6.5. Family and Community Service Leave

- 6.5.1 The Audit Office shall grant to an employee some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 6.5.2 of this clause. The Audit Office may also grant leave for the purposes in subclause 6.5.3 of this clause. Non-emergency appointments or duties shall be

scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.

6.5.2 Such unplanned and emergency situations may include, but not be limited to, the following:-

- 6.5.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
- 6.5.2.2 Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- 6.5.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens an employee's property and/or prevents an employee from reporting for duty;
- 6.5.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
- 6.5.2.5 Attendance at court by an employee to answer a charge for a criminal offence, only if the Audit Office considers the granting of family and community service leave to be appropriate in a particular case.

6.5.3 Family and community service leave may also be granted for:

- 6.5.3.1 An absence during normal working hours to attend meetings, conferences or to perform other duties, for employees holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
- 6.5.3.2 Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for employees who are selected to represent Australia or the State.

6.5.4 The definition of "family" or "relative" in this clause is the same as that provided in paragraph 6.14.4.2 of Annexure 4, Clause 6.14, Sick Leave to Care for a Family Member of this Annexure.

6.5.5 Family and community service leave shall accrue as follows:

- 6.5.5.1 two and a half days in the employee's first year of service;
- 6.5.5.2 two and a half days in the employee's second year of service; and
- 6.5.5.3 one day per year thereafter.

6.5.6 If available family and community service leave is exhausted as a result of natural disasters, the Audit Office shall consider applications for additional family and community service leave, if some other emergency arises.

6.5.7 If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to an employee.

6.5.8 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with Annexure 4, Clause 6.14, Sick Leave to Care for a Sick Family Member of this award shall be granted when paid family and community service leave has been exhausted or is unavailable.

6.5.9 The Audit Office may also grant employees other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

6.6. Leave Without Pay

6.6.1 The Audit Office may grant leave without pay to an employee if good and sufficient reason is shown.

6.6.2 Leave without pay may be granted on a full-time or a part-time basis.

6.6.3 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.

6.6.4 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.

6.6.5 An employee who has been granted leave without pay shall not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Auditor-General.

6.6.6 With the exception of leave without pay related to study leave, which may only be granted subject to conditions stated in the Audit Office Undergraduate Support Policy, an employee shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.

6.6.7 No paid leave shall be granted during a period of leave without pay.

6.6.8 A permanent appointment may be made to the employee's position if:

6.6.8.1 the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and

6.6.8.2 the employee is advised of the Audit Office's proposal to permanently backfill their position; and

6.6.8.3 the employee is given a reasonable opportunity to end the leave without pay and return to their position; and

6.6.8.4 the Audit Office advised the employee at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.

6.6.9 The position cannot be filled permanently unless the above criteria are satisfied.

6.6.10 The employee does not cease to be employed by the Audit Office if their position is permanently backfilled.

6.6.11 Subclause 6.6.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 6.9.9.1(a) of Annexure4, Clause 6.9, Parental Leave or to military leave.

6.7. Military Leave

6.7.1 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.

- 6.7.2 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.
- 6.7.3 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 subclause 6.7.1 of this clause.
- 6.7.4 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.
- 6.7.5 An employee who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 6.7.3 of this clause may be granted Military Leave Top up Pay by the Auditor-General.
- 6.7.6 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.
- 6.7.7 During a period of Military Leave Top up Pay, an employee will continue to accrue sick leave, recreation and extended leave entitlements, and Departments are to continue to make superannuation contributions at the normal rate.
- 6.7.8 At the expiration of military leave in accordance with subclause 6.7.2 or 6.7.4 of this clause, 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.

6.8. Observance of Essential Religious Or Cultural Obligations

- 6.8.1 An employee of:
- 6.8.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
 - 6.8.1.2 Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations, may be granted recreation/extended leave to credit, flex leave or leave without pay to do so.
- 6.8.2 Provided adequate notice as to the need for leave is given by the employee to the Audit Office and it is operationally convenient to release the employee from duty, the Audit Office must grant the leave applied for by the employee in terms of this clause.
- 6.8.3 An employee of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the Audit Office, subject to:
- 6.8.3.1 Adequate notice being given by the employee;
 - 6.8.3.2 Prior approval being obtained by the employee; and
 - 6.8.3.3 The time off being made up in the manner approved by the Audit Office.
- 6.8.4 Notwithstanding the provisions of subclauses 6.8.1, 6.8.2 and 6.8.3 of this clause, arrangements may be negotiated between the Audit Office and the Association to provide greater flexibility for employees for the observance of essential religious or cultural obligations.

6.9. Parental Leave

- 6.9.1 Parental leave includes maternity, adoption and "other parent" leave.

- 6.9.2 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:
- 6.9.2.1 For a period up to 9 weeks prior to the expected date of birth; and
 - 6.9.2.2 For a further period of up to 12 months after the actual date of birth.
 - 6.9.2.3 An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 6.9.3 Adoption leave shall apply to a employee adopting a child and who will be the primary care giver, the employee shall be granted adoption leave as follows:
- 6.9.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - 6.9.3.2 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.
 - 6.9.3.3 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 family and community service leave.
- 6.9.4 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:
- 6.9.4.1 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;
 - 6.9.4.2 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 paragraph 6.9.4.1 of this subclause. 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.
- 6.9.5 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:
- 6.9.5.1 Applied for parental leave within the time and in the manner determined set out in subclause 6.9.10 of this clause; and
 - 6.9.5.2 Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
 - 6.9.5.3 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.
- 6.9.6 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:

- 6.9.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
- 6.9.6.2 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;
- 6.9.6.3 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.
- 6.9.7 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:
- 6.9.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
- 6.9.7.2 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
- 6.9.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.
- 6.9.8 Except as provided in subclauses 6.9.5, 6.9.6 and 6.9.7 of this clause parental leave shall be granted without pay.
- 6.9.9 Right to request
- 6.9.9.1 An employee who has been granted parental leave in accordance with subclause 6.9.2, 6.9.3 or 6.9.4 of this clause 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.
- 6.9.9.2 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.
- 6.9.10 Notification Requirements
- 6.9.10.1 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.
- 6.9.10.2 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 subclause 6.9.9 of this clause.
- 6.9.10.3 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.
- 6.9.10.4 Employee's request and the Audit Office's decision to be in writing
- The employee's request under paragraph 6.9.9.1 and the Audit Office's decision made under paragraph 6.9.9.2 of this clause, must be recorded in writing.
- 6.9.10.5 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.
- 6.9.10.6 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.
- 6.9.10.7 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.
- 6.9.10.8 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.
- 6.9.11 An employee has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause 6.9.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 6.9.12 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.
- 6.9.13 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.
- 6.9.14 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.
- 6.9.15 An employee who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick 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.
- 6.9.16 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.
- 6.9.17 An employee may elect to take available recreation leave at half pay in conjunction with parental leave provided that:

- 6.9.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave
- 6.9.17.2 the total period of parental leave, is not extended by the taking of recreation leave at half pay
- 6.9.17.3 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.
- 6.9.18 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.
- 6.9.19 If such adjustments cannot reasonably be made, the Audit Office must grant the employee maternity leave, or any available sick 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.
- 6.9.20 Communication during parental leave
- 6.9.20.1 Where a 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.
- 6.9.20.2 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.
- 6.9.20.3 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 paragraph 6.9.20.1 of this subclause.

6.10. Purchased Leave

- 6.10.1 An employee may apply to enter into an agreement with the Audit Office to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- 6.10.1.1 Each application will be considered subject to operational requirements and personal needs and will take into account Audit Office business needs and work demands.
- 6.10.1.2 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- 6.10.1.3 The leave will count as service for all purposes.

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

6.10.2.1 Purchased leave rate of pay means the rate of pay an employee receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.

6.10.2.2 To calculate the purchased leave rate of pay, the employee's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.

6.10.3 Purchased leave is subject to the following provisions:

6.10.3.1 The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.

6.10.3.2 Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.

6.10.3.3 Sick leave cannot be taken during a period of purchased leave.

6.10.3.4 The purchased leave rate of pay will be the salary for all purposes including superannuation

6.10.3.5 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.

6.10.3.6 Higher Duties Allowance will not be paid when a period of purchased leave is taken.

6.11. Recreation Leave

6.11.1 Accrual

6.11.1.1 Except where stated otherwise in this award, paid recreation leave for full time employees and recreation leave for employees working part time, accrues at the rate of 20 working days per year. Employees working part time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.

6.11.1.2 Recreation leave accrues from day to day.

6.11.2 Limits on Accumulation and Direction to Take Leave

6.11.2.1 At least two (2) consecutive weeks of recreation leave shall be taken by an employee every 12 months, except by agreement with the Audit Office in special circumstances.

6.11.2.2 Where the operational requirements permit, the application for leave shall be dealt with by the Audit Office according to the wishes of the employee.

6.11.2.3 The Audit Office shall notify the employee in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct an employee to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the Audit Office.

6.11.2.4 The Audit Office shall notify the employee in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the employee to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Audit Office.

6.11.2.5 An employee must take their recreation leave to reduce all balances below 8 weeks or its hourly equivalent, and the Audit Office must cooperate in this process. The Department may direct an employee with more than 8 weeks to take their recreation leave

6.11.3 Conservation of Leave - If the Audit Office is satisfied that an employee is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Audit Office shall:-

- 6.11.3.1 Specify in writing the period of time during which the excess shall be conserved; and
- 6.11.3.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the employee at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.
- 6.11.3.3 The Audit Office will inform an employee in writing on a regular basis of the employee's recreation leave accrual.

6.11.4 Miscellaneous

- 6.11.4.1 Unless a local arrangement has been negotiated between the Auditor-General and the Association, Recreation leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.
- 6.11.4.2 Recreation leave for which an employee is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).
- 6.11.4.3 Recreation leave does not accrue to an employee in respect of any period of absence from duty without leave or without pay, except as specified in paragraph 6.11.4.4 of this subclause.
- 6.11.4.4 Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act 1987*; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
- 6.11.4.5 The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph 6.11.4.4 of this subclause shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).
- 6.11.4.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
- 6.11.4.7 Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see Annexure 4, Clause 6.9, Parental Leave.
- 6.11.4.8 On cessation of employment, an employee is entitled to be paid, the money value of accrued recreation leave which remains untaken.
- 6.11.4.9 An employee to whom paragraph 6.11.4.8 of this subclause 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.

6.11.5 Death - Where an employee dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, shall be paid to the employee's nominated beneficiary.

6.11.6 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:-

- 6.11.6.1 To the widow or widower of the employee; or

- 6.11.6.2 If there is no widow or widower, to the children of the employee or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
- 6.11.6.3 If there is no such widow, widower or children, to the person who, in the opinion of the Audit Office was, at the time of the employee's death, a dependent relative of the employee; or
- 6.11.6.4 If there is no person entitled under paragraphs 6.11.6.1, 6.11.6.2 or 6.11.6.3 of this subclause to receive the money value of any leave not taken or not completed by an employee or which would have accrued to the employee, the payment shall be made to the personal representative of the employee.

6.11.7 Recreation leave does not accrue during leave without pay other than

- 6.11.7.1 military leave taken without pay when paid military leave entitlements are exhausted;
- 6.11.7.2 absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
- 6.11.7.3 any continuous period of sick leave taken without pay when paid sick leave is exhausted;
- 6.11.7.4 incapacity for which compensation has been authorised under the Workplace Injury Management and Workers Compensation Act 1998; or
- 6.11.7.5 periods which when aggregated, do not exceed 5 working days in any period of 12 months.

6.12. Sick Leave

6.12.1 Illness in this clause and in clauses 6.13 and 6.14 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.

6.12.2 Payment for sick leave is subject to the employee:

- 6.12.2.1 Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the employee's starting time as possible; and
- 6.12.2.2 Providing evidence of illness as soon as practicable if required by clause 6.13, Sick Leave - Requirements for Evidence of Illness of this award.

6.12.3 If the Audit Office is satisfied that an employee is unable to perform duty because of the employee's illness or the illness of his/her family member, the Audit Office:

- 6.12.3.1 Shall grant to the employee sick leave on full pay; and
- 6.12.3.2 May grant to the employee, sick leave without pay if the absence of the employee exceeds the entitlement of the employee under this award to sick leave on full pay.

6.12.4 The Audit Office may direct an employee to take sick leave if they are satisfied that, due to the employee's illness, the employee:

- 6.12.4.1 is unable to carry out their duties without distress; or
- 6.12.4.2 risks further impairment of their health by reporting for duty; or
- 6.12.4.3 is a risk to the health, wellbeing or safety of other employees, Audit Office clients or members of the public.

- 6.12.5 The Audit Office may direct an employee to participate in a return to work program if the employee has been absent on a long period of sick leave.
- 6.12.6 Entitlements. An employee appointed after 13 November 2008 commenced accruing sick leave in accordance with this clause immediately. Existing employees at 13 November 2008 commenced accruing sick leave in accordance with this clause from 1 January 2009 onwards.
- 6.12.6.1 At the commencement of employment with the Public Service, a full-time employee is granted an accrual of 5 days sick leave.
- 6.12.6.2 After the first four months of employment, the employee shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- 6.12.6.3 After the first year of service, the employee shall accrue sick leave day to day at the rate of 15 working days per year of service.
- 6.12.6.4 All continuous service as an employee in the NSW public service shall be taken into account for the purpose of calculating sick 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 sick leave due if the previous sick leave records are available.
- 6.12.6.5 Notwithstanding the provisions of paragraph 6.12.6.4 of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.
- 6.12.6.6 Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- 6.12.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
- 6.12.6.8 Paid sick leave shall not be granted during a period of unpaid leave.
- 6.12.7 Payment during the initial 3 months of service - Paid sick 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 5 days paid sick leave, unless the Audit Office approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- 6.12.8 Seasonal or relief employees - No paid sick leave shall be granted to temporary employees who are employed as seasonal or relief employees for a period of less than 3 months.

6.13. Sick Leave - Requirements for Evidence of Illness

- 6.13.1 An employee absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Audit Office in respect of the absence.
- 6.13.2 In addition to the requirements under Annexure 4, Clause 6.12.2, Sick Leave, an employee may absent themselves for a total of 5 working days per annum due to illness without the provision of evidence of illness to the Audit Office. Employees who absent themselves in excess of 5 working days in a year may be required to furnish evidence of illness to the Audit Office for each occasion absent for the balance of the calendar year.
- 6.13.3 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 sick leave for the whole period if the Audit Office is satisfied that the reason for the absence is genuine.

- 6.13.4 If an employee is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Audit Office will advise them in advance.
- 6.13.5 If the Audit Office is concerned about the 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, in accordance with C2009-21 Transitional Arrangements Following Dissolution of HealthQuest.
- 6.13.5.1 The type of leave granted to the employee will be determined by the Audit Office based on the Workcover approved assessor's advice.
- 6.13.5.2 If sick 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.
- 6.13.6 The granting of paid sick leave 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 sick leave dealt with confidentially by an alternate manager or the human resources section of the Audit Office.
- 6.13.7 The reference in this clause to evidence of illness shall apply, as appropriate:
- 6.13.7.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Audit Office's discretion, another registered health services provider, or
- 6.13.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 6.13.7.1 of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
- 6.13.7.3 at the Audit Office's discretion, other forms of evidence that satisfy that an employee had a genuine illness.
- 6.13.8 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 sick leave to the employee as follows:
- 6.13.8.1 In respect of recreation leave, the period set out in the evidence of illness;
- 6.13.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
- 6.13.9 Subclause 6.13.8 of 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.

6.14. Sick Leave to Care for a Family Member

- 6.14.1 Where family and community service leave provided for in Annexure 4, Clause 6.5, is exhausted or unavailable, an employee with responsibilities in relation to a category of person set out in subclause 6.14.4 of this clause who needs the employee's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.
- 6.14.2 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Audit Office may grant additional sick leave from the sick leave accumulated during the employee's eligible service.

6.14.3 If required by the Audit Office to establish the illness of the person concerned, the employee must provide evidence consistent with Annexure 4, Clause 6.13.6, Sick Leave - Requirements for Evidence of Illness of this award.

6.14.4 The entitlement to use sick leave in accordance with this clause is subject to:-

6.14.4.1 The employee being responsible for the care and support of the person concerned; and

6.14.4.2 The person concerned being:-

- (a) a spouse of the employee; or
- (b) a de facto spouse being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or a relative of the employee who is a member of the same household, where for the purposes of this definition:-

"relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;

"affinity" means a relationship that one spouse or partner has to the relatives of the other; and

"household" means a family group living in the same domestic dwelling.

6.15. Sick Leave - Workers Compensation

6.15.1 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 such assistance and advice, as necessary, in the lodging of any claim.

6.15.2 An employee who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the employee a right to claim compensation under the Workers Compensation Act 1987 shall be required to lodge a claim for any such compensation.

6.15.3 Where, due to the illness or injury, the employee is unable to lodge such a claim in person, the Audit Office shall assist the employee or the representative of the employee, as required, to lodge a claim for any such compensation.

6.15.4 The Audit Office will ensure that, once received by the Audit Office, an employee's workers compensation claim is lodged with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.

6.15.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Audit Office shall grant sick leave on full pay for which the employee is eligible followed, if necessary, by sick leave without pay or, at the employee's election by accrued recreation leave or extended leave.

6.15.6 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the employee pending acceptance of the claim shall be restored to the credit of the employee.

6.15.7 An employee who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act 1987* may use any accrued and untaken sick

leave to make up the difference between the amount of compensation payable under that Act and the employee's ordinary rate of pay. Sick leave utilised in this way shall be debited against the employee.

- 6.15.8 If an employee notifies the Audit Office that he or she does not intend to make a claim for any such compensation, the Audit Office shall consider the reasons for the employee's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- 6.15.9 An employee may be required to submit to a medical examination under the Workers Compensation Act 1987 in relation to a claim for compensation under that Act. If an employee refuses to submit to a medical examination without an acceptable reason, the employee shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the employee is not fit to resume employment.
- 6.15.10 If the Audit Office provides the employee with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the employee fails, to resume or perform such duties, the employee shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- 6.15.11 No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act 1987*.
- 6.15.12 Nothing in this clause prevents an employee from appealing a decision or taking action under other legislation made in respect of:-
- 6.15.12.1 The employee's claim for workers compensation;
 - 6.15.12.2 The conduct of a medical examination by a Government or other Medical Officer;
 - 6.15.12.3 A medical certificate issued by the examining Government or other Medical Officer; or
 - 6.15.12.4 Action taken by the Audit Office either under the Workers Compensation Act 1987 or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

6.16. Sick Leave - Claims Other Than Workers Compensation

- 6.16.1 If the circumstances of any injury to or illness of an employee give rise to a claim for damages or to compensation, other than compensation under the Workers Compensation Act 1987, sick leave on full pay may, subject to and in accordance with this clause, be granted to the employee on completion of an acceptable undertaking that:-
- 6.16.1.1 Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Audit Office to the employee; and
 - 6.16.1.2 In the event that the employee receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the employee will repay to the Audit Office the monetary value of any such period of sick leave.
- 6.16.2 Sick leave on full pay shall not be granted to an employee who refuses or fails to complete an undertaking, except in cases where the Audit Office is satisfied that the refusal or failure is unavoidable.
- 6.16.3 On repayment to the Audit Office of the monetary value of sick leave granted to the employee, sick leave equivalent to that repayment and calculated at the employee's ordinary rate of pay, shall be restored to the credit of the employee.

6.17. Special Leave

6.17.1 Special Leave - Jury Service

- 6.17.1.1 An employee shall, as soon as possible, notify the Audit Office of the details of any jury summons served on the employee.
- 6.17.1.2 An employee who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the Audit Office a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the employee during any such period and the details of any payment or payments made to the employee under section 72 of the *Jury Act 1977* in respect of any such period.
- 6.17.1.3 When a certificate of attendance on jury service is received in respect of any period during which an employee was required to be on duty, the Audit Office shall grant, in respect of any such period for which the employee has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Audit Office shall grant, at the sole election of the employee, available recreation leave on full pay, flex leave or leave without pay.

6.17.2 Witness at Court - Official Capacity - When an employee is subpoenaed or called as a witness in an official capacity, the employee shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the employee in connection with the employee's appearance at court as a witness in an official capacity shall be paid by the Audit Office.

6.17.3 Witness at Court - Other than in Official Capacity - Crown Witness - An employee who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:

- 6.17.3.1 Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- 6.17.3.2 Pay into the Treasury of the State of New South Wales all money paid to the employee under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
- 6.17.3.3 Association Witness - an employee called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction shall be granted special leave by the Audit Office for the required period.

6.17.4 Called as a witness in a private capacity - An employee who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the employee's election, available recreation leave on full pay or leave without pay.

6.17.5 Special Leave - Examinations -

- 6.17.5.1 Special leave on full pay up to a maximum of 5 days in any one year shall be granted to employees for the purpose of attending at any examination approved by the Audit Office.
- 6.17.5.2 Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
- 6.17.5.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the employee, no further leave is granted for any examination.

- 6.17.6 Special Leave - Union Activities - Special leave on full pay may be granted to employees who are accredited Association delegates to undertake Association activities as provided for in clause 54, Trade Union Activities Regarded as Special Leave of this award.
- 6.17.7 An employee who identifies as an Indigenous Australian shall be granted up to one day special leave per year to enable the employee to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and employee.
- 6.17.8 Special Leave - Other Purposes - Special leave on full pay may be granted to employees by the Audit Office for such other purposes, subject to the conditions specified in the NSW Government Personnel Handbook at the time the leave is taken.

Section 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 Part A, Clause 10.
- 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.

Section 8 - Shift work and 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 Annexure 4, Part 2 Monetary Rates when directed by the Audit Office to be on call or on standby 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 Part A, Clause 10, 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 by the Department at the appropriate rate specified in the relevant Department of Premier and Cabinet Circular on Allowances 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 or his/her delegate 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 or a regular or rotating shift roster 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 where knowledge of each particular situation will enable appropriate judgements to be made.

- 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.

Section 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, are included in NSW Department of Premier & Cabinet Memorandum C2009-28, Review of Meal, Travelling and Other Allowances.

Table 1 - Allowances

As specified in the relevant Department of Premier and Cabinet circular on Allowances as issued from time to time.

E. A. R. BISHOP, Commissioner

(061)

SERIAL C7527**CROWN EMPLOYEES (POLICE OFFICERS - 2009) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C7350 published 26 February 2010

(369 I.G. 1233)

(No. IRC 1173 of 2009)

CORRECTION

1. For Table 1 - Non-Commissioned Officers' (Other than Detectives) Salaries, of Part B, Monetary Rates, insert the following new row:

From the beginning of the first full pay period to commence on or after 1 July 2010 - 4%.		
Rank/Incremental Level	Base Salary Per Annum \$	Loaded Salary (+ 11.5%) Per Annum \$

directly above the row:

Probationary Constable (Level 1)	51,759	57,711
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2. For Table 2 - Detectives' Salaries, of Part B, insert the following new row:

From the beginning of the first full pay period to commence on or after 1 July 2010 - 4%			
Rank/Incremental Level	Base Salary Per Annum \$	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 3 Special Duties Allowance) Per Annum \$	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance) Per Annum \$

directly above the row:

Detective 1st Year	57,615	61,115	69,272
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G. M. GRIMSON *Industrial Registrar.*

(1310)

SERIAL C7518

**CROWN EMPLOYEES (PUBLIC SERVICE CONDITIONS OF
EMPLOYMENT) AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

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

(No. IRC 960 of 2010)

Before The Honourable Justice Walton, Vice-President
Mr Deputy President Grayson
The Honourable Mr Justice Staff

15 November 2010

VARIATION

1. Delete subclause 80.2 of 80, Sick Leave - Requirements for Evidence of Illness of the award published 31 July 2009 (368 I.G. 884) and insert in lieu thereof the following:
- 80.2 In addition to the requirements under subclause 79.2 of clause 79, Sick Leave of this award, a staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the Department Head. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the Department Head for each occasion absent for the balance of the calendar year.
2. This variation shall take effect on and from 15 November 2010.

M. J. WALTON *J, Vice-President.*
J. P. GRAYSON *D.P.*
C. G. STAFF *J.*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (SCHOOL ADMINISTRATIVE AND SUPPORT STAFF) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education and Training.

(No. IRC 1200 of 2010)

Before The Honourable Justice Kavanagh

8 November 2010

VARIATION

1. Delete the first paragraph in subclause 5.3 of clause 5, Rates of Pay of the award published 31 October 2008 (366 I.G. 887) and insert in lieu thereof the following:
 - 5.3 The rates of pay for School Administrative Managers, School Administrative Officers, School Support Officers and Aboriginal Education Officers are equivalent to administrative and clerical classifications on a pro rata basis as follows:
 2. Insert after 5.3.6 of clause 5, the following new paragraph.

5.3.7 Aboriginal Education Officers is equivalent to clerk grade 1/2.
3. Delete the first paragraph in subclause 6.2 of clause 6, Increments and insert in lieu thereof the following:
 - 6.2 Subject to satisfactory performance, permanent and temporary School Learning Support Officers, School Learning Support Officers (Braille Transcriber), (Ethnic), (Sign Interpreter) (Pre-School) and Aboriginal Education Officers (subject to transitional arrangements prescribed in clause 6.3) may progress along the relevant incremental rate of pay scale as follows:
 4. Delete subclause 6.3 of clause 6, and insert in lieu thereof the following:
 - 6.3 Aboriginal Education Officers

As of 27 January 2010 Aboriginal Education Officers covered by this award shall be transferred to the grading and step of the new classification structure as set out in the scale below:

Current step on salary scale before 27.01.10	Step on new salary scale from 27.01.2010
Year 1 and Juniors	Year 1
Year 2	Year 1
Year 3	Year 1
Year 4	Year 1
Year 5	Year 2
Year 6	Year 3

5. Delete subclause 7.5 of clause 7, Hours.
6. Delete subclause 11.5 of clause 11, Training and Development, and insert in lieu thereof the following:
 - 11.5 Approved training and development activities shall be conducted, wherever possible, during the hours of 7.30 am to 6.00 pm on a school day. When employees attend departmentally approved training activities conducted outside these hours, they are eligible to be paid overtime in accordance with provisions contained in clause 18, Overtime.

7. Delete the first paragraph in subclause 17.1 of clause 17, Travelling Compensation, and insert in lieu thereof the following:

17.1 Excess Travelling Time

A permanent or long-term temporary employee directed by the Director General to travel on official business outside the usual hours of duty is entitled to apply and to be compensated for such time either by:

8. Delete paragraph 17.5.7 of clause 17, and renumber paragraph 17.5.8 to read as 17.5.7.
9. Delete subclause 17.6 of clause 17, and insert in lieu thereof the following:

17.6 Waiting Time

When a permanent or long-term temporary employee is required to wait for transport in order to commence a journey to another location or to return to headquarters and such time is outside the normal hours of duty, such waiting time shall be treated and compensated in the same manner as travelling time.

10. Delete subclause 18.1 of clause 18 Overtime, and renumber existing subclauses accordingly.
11. Delete subparagraph (i) and (ii) of paragraph 18.2.1 of clause 18, Overtime, and insert in lieu thereof the following:
- (i) For employees, working under the hours averaging provisions of subclause 7.4 of clause 7, Hours, who are directed to work overtime after 6.00 pm on a weekday following seven hours of normal work.
- (ii) For employees not working under the hours averaging provisions of the said subclause 7.4, who are directed to work overtime on a weekday following seven hours of normal work.
12. Delete Schedule 2, of Part B, and insert in lieu thereof the following:

Schedule 2 - Aboriginal Education Officers - Rates of Pay

(For progression on these rates see subclause 6.3)

2.1 Permanent Aboriginal Education Officer

	Rate of pay from 27.1.2010 (\$ p/h)
1st year	25.93
2nd year	26.69
3rd year	27.44
4th year	28.19

2.2 Long-term Temporary Aboriginal Education Officer

	Rate of pay from 27.1.2010 (\$ p/h)
1st year	27.43
2nd year	28.24
3rd year	29.03
4th year	29.82

2.3 Short-term Temporary Aboriginal Education Officer

	Rate of pay from 27.1.2010 (\$ p/h)
1st year	29.82
2nd year	30.69
3rd year	31.56
4th year	32.42

13. This variation shall take effect from 27 January 2010.

T. M. KAVANAGH *J*

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LOCAL GOVERNMENT (STATE) AWARD 2010

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notification under s130 by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees of a dispute.

(No. IRC 127 of 2010)

Before Mr Deputy President Grayson

28 October 2010

AWARD**PART A****1. Arrangement**

PART A

Clause No.	Subject Matter
14.	Allowances, Additional Payments and Expenses
3.	Anti-discrimination
29.	Appointment and Promotion
41.	Area, Incidence and Duration
1.	Arrangement
38.	Award Implementation Committee
24.	Casual Employment
36.	Competitive Tendering
28.	Consultative Committees
37.	Council Agreements
4.	Definitions
32.	Disciplinary Procedures
21.	Flexibility for Work and Family Responsibilities
31.	Grievance and Dispute Procedures
19.	Holidays
17.	Hours of Work
25.	Job Share Employment
26.	Junior and Trainee Employment
20.	Leave Provisions
40.	Leave Reserved
15.	Motor Vehicle Leaseback
33.	Occupational Health and Safety
18.	Overtime
23.	Part-time Employment
10.	Payment for Relief Duties/Work
11.	Payment of Employees
9.	Performance Evaluation and Reward
22.	Phased Retirement
6.	Rates of Pay
16.	Residence
12.	Salary Sacrifice
7.	Salary System
39.	Savings and Transitional
5.	Skill Descriptors
2.	Statement of Intent
13.	Superannuation Fund Contributions

- 30. Term Contracts
- 33. Termination of Employment
- 27. Training and Development
- 8. Use of Skills
- 35. Workplace Change and Redundancy

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Allowances

Schedule 1 - Minimum Standards of Caravan
Accommodation to be provided to Employees
Required to Camp Out

2. Statement of Intent

The parties to the Award are committed to co-operating positively to increase the structural efficiency of Local Government and to provide employees with access to more fulfilling, varied and better-paid work by providing measures to, for instance:

- improve skill levels and establish skill-related career paths;
- eliminate impediments to multi-skilling;
- broaden the range of tasks which a worker may be required to perform;
- achieve greater flexibility in workplace practices;
- eliminate discrimination;
- establish rates of pay and conditions that are fair and equitable;
- work reasonable hours;
- ensure flexibility for work and family responsibilities; and
- ensure the delivery of quality services to the community and continuous improvement.

3. Anti-Discrimination

- (i) It is the intention of the parties bound by this Award to seek to achieve the object 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 status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by 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 the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) 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.
- (iv) Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) 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.

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

4. Definitions

- (i)
 - (a) Council means a Municipal, City, Shire, County Council or Council within NSW as defined in the *Local Government Act 1993*. This definition shall be read subject to the allocation of responsibilities as specified in the *Local Government Act 1993*. Council shall also mean City of Penrith Regional Indoor Aquatic and Recreation Centre Limited (Ripples).
 - (b) General Manager shall mean a person appointed in accordance with section 334 of the *Local Government Act, 1993* to discharge the duties and responsibilities of the office of general manager as set out in section 335 of the *Local Government Act, 1993* and such other duties that council may delegate to the general manager. When carrying out these duties, the general manager is acting on behalf of council.
- (ii) Association means the Local Government Association of New South Wales and / or the Shires Association of New South Wales.
- (iii) Union means the New South Wales Local Government, Clerical Administrative, Energy, Airlines & Utilities Union (USU); the Local Government Engineers' Association of New South Wales (LGEA); the Development and Environmental Professionals' Association (depa); and the Nurses' Association of New South Wales.
- (iv) Ordinary Pay means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay. Ordinary pay shall include, but not be limited to the following penalties and allowances where they are regularly received:

Saturday, Sunday and shift penalties

disability allowances

climatic, west of the line allowances

tool allowances

on call allowance

first aid allowance

community language and signing work allowances.

provided that subject to the exclusions below and at clauses 10(ii) and 20C(v), an employee's ordinary pay during periods of paid leave under this Award shall not be more or less than what the employee would have received had the employee not been on paid leave.

The following allowances shall be excluded from the composition of ordinary pay:

overtime payments

camping allowance

travelling allowances

sewer chokes allowance

car allowances

meal allowances.

- (v) Days - unless otherwise specified, any reference to 'days' shall mean calendar days.
- (vi) Competency based training refers to training concerned with the attainment and demonstration of specified skills, knowledge and their application to meet industry standards.
- (vii) Superannuation contributions means all contributions to a complying superannuation fund, and includes (without limitation) any superannuation contributions required to be made under the *Superannuation Guarantee (Administration) Act 1992* (Cth), and any additional superannuation contributions made by way of salary sacrifice.
- (viii) Complying superannuation fund has the same meaning as in the *Superannuation Industry (Supervision) Act 1993* (Cth).
- (ix) Seven day a week rotating roster system means a work roster system in which the employee is regularly required to work:
 - (a) ordinary hours on each of the seven calendar days of the week; and
 - (b) ordinary hours on at least one Saturday and one Sunday in every four, or in the case of a seasonal worker an average of at least twelve Saturdays and twelve Sundays during a twelve month period; and
 - (c) on Public Holidays; and
 - (d) at different agreed commencement times during the roster period (i.e. different shifts)

provided that where, prior to the commencement of this Award, an employee regularly worked according to a roster system that the council regarded as a seven day a week rotating roster system, and the employee continues to work according to the same roster system, the roster system shall be deemed to be a seven day a week rotating roster system for that employee.

5. Skill Descriptors

The Award structure consists of skill based bands and levels that are defined according to the following skill descriptors:

(i) Operational Band 1, Level 1

Authority and accountability: Completion of basic tasks with work closely monitored by the team leader or supervisor.

Judgement and problem solving: Judgement is limited and coordinated by other workers.

Specialist knowledge and skills: Specialist knowledge and skills are obtained through on-the-job training and council-based induction training. Off-the-job training may lead to trade, technical or professional qualifications.

Management skills: Not required.

Interpersonal skills: Limited to communications with other staff and possibly, with the public.

Qualifications and experience: Completion of School Certificate or the Higher School Certificate may be sought. Completion of an appropriate labour market program or similar short-term work / skills experience is desirable.

(ii) Operational Band 1, Level 2

Authority and accountability: Responsible for completion of basic tasks with individual guidance or in a team.

Judgement and problem solving: Applies standard procedures with normally few if any options in the application of skills.

Specialist knowledge and skills: Job specific skills and knowledge would normally be gained through on-the-job training and experience. Short courses may be completed at TAFE.

Management skills: Not required.

Interpersonal skills: Frequent communication with other staff and/or the public common but normally at a routine level.

Qualifications and experience: Incumbents may have attended short courses in specific work areas or be undertaking a technical college certificate as completion of structured training program in work-related area.

(iii) Operational Band 1, Level 3

Authority and accountability: Responsible for completion of regularly occurring tasks with general guidance on a daily basis.

Judgement and problem solving: Judgement is required to follow predetermined procedures where a choice between more than two options are present.

Specialist knowledge and skills: Application of skills, including machine-operation skills, following training "on the job" or accredited external training over a number of months.

Management skills: Some guidance/supervision may be required. May assist a co-ordinator / trainer with on-the-job training.

Interpersonal skills: Skills required for exchange of information on straightforward matters.

Qualifications and experience: Suitable experience or qualifications in a number of defined skill areas.

(iv) Operational Band 1, Level 4

Authority and accountability: Responsible for supervising staff in operational duties or for work requiring independence in the application of skills, subject to routine supervision. Responsible for quality of work function.

Judgement and problem solving: Option on how to approach tasks requires interpretation of problems and may involve precise judgement in operational areas.

Specialist knowledge and skills: The number of work areas in which the position operates makes the work complicated and a variety of skills are required in its completion. Position may require competence in operation of complex machinery.

Management skills: Supervisory skills in the communication of instructions, training and the checking of work may be required.

Interpersonal skills: Skills are required to convince and explain specific points of view or information to others and to reconcile differences between parties.

Qualifications and Experience: Experience to adapt procedures to suit situations and a thorough knowledge of the most complex operational work procedures to achieve work objectives.

(v) Administrative / Technical / Trades Band 2, Level 1

Authority and accountability: Responsible for the completion of work requiring the application of trades, administrative or technical skills.

Judgement and problem solving: Skills in assessing situations and in determining processes, tools and solutions to problems. Guidance is available.

Specialist knowledge and skills: Positions will have demonstrated competence in a number of key skill areas related to major elements of the job.

Management skills: Positions may require skills in the supervision or co-ordination of small groups.

Interpersonal skills: Communication skills to explain situations or advise others.

Qualifications and experience: Appropriate work-related trade, technical or administrative qualifications or specialist skills training.

(vi) Administrative / Technical / Trades Band 2, Level 2

Authority and accountability: Responsibility as a trainer/co-ordinator for the operation of a small section which uses staff and other resources, or the position completes tasks requiring specialised technical / administrative skills.

Judgement and problem solving: Skills to solve problems which require assessment of options with freedom within procedural limits in changing the way work is done or in the delegation of work. Assistance may be readily available from others in solving problems.

Specialist knowledge and skills: Positions will have specialised knowledge in a number of advanced skill areas relating to the more complex elements of the job.

Management skills: May require skills in supervising a team of staff, to motivate and monitor performance against work outcomes.

Interpersonal skills: In addition to interpersonal skills in managing others, the position may involve explaining issues/policy to the public or others and reconcile different points of view.

Qualifications and experience: Thorough working knowledge and experience of all work procedures for the application of technical / trades or administrative skills, based upon suitable certificate or post-certificate-level qualifications.

(vii) Administrative / Technical / Trades Band 2, Level 3

Authority and accountability: May be responsible to provide a specialised / technical service and to complete work which has some elements of complexity. Make recommendations within council and represent council to the public or other organisations.

Judgement and problem solving: Problem solving and judgements are made where there is a lack of definition requiring analysis of a number of options. Typical judgements may require variation of work priorities and approaches.

Specialist knowledge and skills: Positions have advanced knowledge and skills in a number of areas where analysis of complex options is involved.

Management skills: May supervise groups of operational and / or other administrative / trades / technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring and co-ordination to achieve specific outputs.

Interpersonal skills: Skills to communicate with subordinate staff and the public and/or negotiation / persuasive skills to resolve disputes with staff or the public.

Qualifications and experience: An advanced certificate, associate diploma, appropriate in-house training or equivalent combined with extensive experience in the application of skills in the most complex areas of the job.

(viii) Professional / Specialist Band 3, Level 1

Authority and accountability: Provides specialised / technical services to complete assignments or projects in consultation with other professional staff. May work with a team of technical or administrative employees requiring the review and approval of more complex elements of the work performed by others.

Judgement and problem solving: Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from sources within the council, and assistance is usually available from other professional / specialist staff in the work area.

Specialist knowledge and skills: Positions require considerable knowledge in a specific area with a sufficient level of skills and knowledge to resolve issues having elements of complexity that may not be clearly defined.

Management skills: Positions at this entry level to the Professional / Specialist Band are not required to possess management skills.

Interpersonal skills: Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints.

Qualifications and experience: Professional / specialist positions require professional qualifications to apply theoretical knowledge to practical situations.

(ix) Professional / Specialist Band 3, Level 2

Authority and accountability: Provides a specialised/technical service in the completion of work and / or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).

Judgement and problem solving: Positions require the interpretation of information and development of suitable procedures to achieve agreed outcomes. Problem solving and decision making require analysis of data to reach decisions and / or determine progress.

Specialist knowledge and skills: Experience in the application of technical concepts and practices requiring additional training are required at this level.

Management skills: May manage a number of projects involving people and other resources requiring project control and monitoring as well as motivation and co-ordination skills.

Interpersonal skills: Interpersonal skills in leading and motivating staff in different teams / locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.

Qualifications and experience: Positions at this level would have supplemented base level professional qualifications with additional skills training. Considerable practical experience or skills training would be required to effectively control key elements of the job.

(x) Professional / Specialist Band 3, Level 3

Authority and accountability: Provides a professional advisory role to people within or outside council. Such advice may commit the council and have significant impact upon external parties dealing with council. The position may manage several major projects or sections within a department of the council.

Judgement and problem solving: Positions have a high level of independence in solving problems and using judgement. Problems can be multi-faceted requiring detailed analysis of available options to solve operational, technical or service problems.

Specialist knowledge and skills: The skills and knowledge to resolve problems where a number of complex alternatives need to be addressed.

Management skills: May be required to manage staff, resolve operational problems and participate in a management team to resolve key problems.

Interpersonal skills: Interpersonal skills in leading and motivating staff may be required. Persuasive skills are used in seeking agreement and discussing issues to resolve problems with people at all levels. Communication skills are required to enable provision of key advice both within and outside council and to liaise with external bodies.

Qualifications and experience: Tertiary qualifications combined with a high level of practical experience and an in-depth knowledge of work.

(xi) Professional / Specialist Band 3, Level 4

Authority and accountability: Accountable for the effective management of major sections or projects within their area of expertise. As a specialist, advice would be provided to executive level and to council on major areas of policy or on key issues of significance to the organisation. The position's influence would have an important role in the overall performance of the function.

Judgement and problem solving: Positions would determine the framework for problem solving or set strategic plans with minimal review by senior management. At this level, the position may represent senior management or council in the resolution of problems. The oversight of problem solving and assessment of the quality of judgements made by less qualified staff will apply at this level.

Specialist knowledge and skills: Positions require knowledge and skills for the direction and control of a key function of council or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.

Management skills: Positions may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team.

Interpersonal skills: Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to negotiate on important matters with a high degree of independence. Positions are required to liaise with the public and external groups and organisations.

Qualifications and experience: Specialist tertiary qualifications in an appropriate field of study combined with extensive practical experience in all relevant areas in order to plan, develop and control major elements of work.

(xii) Executive Band 4

Authority and accountability: Accountable for the direction and control of council or a department or the like. Influence and commit council or a department or the like to long-term strategic directions. Lead policy development and implementation.

Judgement and problem solving: Positions solve problems through analytic reasoning and integration of wide-ranging and complex information, and have a high level of independence in determining direction and approach to issues.

Specialist knowledge and skills: The position requires the application of a range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent. Ability to provide authoritative advice to council.

Management skills: Application of corporate management skills in a diverse organisation to establish goals and objectives. Manage and control staff, budgets and work programs or major projects of council or a department or the like utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve service to the council's clients.

Interpersonal skills: Positions use persuasive skills with external parties on major items of critical importance to council. They motivate managers and staff at all levels by leading and influencing others to achieve complex objectives. They influence the development of the council.

Qualifications and experience: Positions will have a relevant degree or equivalent and management experience, combined with accredited management qualifications.

6. Rates of Pay

- (i) The rates of pay are established for positions with the skills descriptors as defined in Clause 5, Skill Descriptors of this Award.
- (ii) The rates of pay are set out in Table 1 of Part B of this Award are entry level rates of pay only, except for Operational Band 1, Level 1, which are actual rates of pay.
- (iii) Council shall introduce a salary system to complement the skills-based structure and rates of pay of the Award.
- (iv) An employee's current weekly rate of pay for the purposes of the *Workers Compensation Act 1987* (NSW) shall be the rate paid to the employee under the salary system.

7. Salary System

- (i) A salary system determines how employees are paid. An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- (ii) The salary system shall have a structure that complements the entry level rates of pay and skill descriptors in the Award by identifying grades. Each grade shall contain a number of salary points/steps for progression that are over and above the entry level rates of pay.

- (iii) Positions shall be assigned a salary grade(s) within the structure. A position may extend across more than one grade in council's salary system or level as prescribed by Clause 5 Skills Descriptors of this Award.
- (iv) Progression through the salary system shall be based upon the acquisition and use of skills. Where skills based progression is not reasonably available within the salary range for the position, employees shall have access to progression based on the achievement of performance objectives relating to the position. Such performance objectives shall be set in consultation with the employee(s).
- (v) Subject to subclause (iv), skills for progression relevant to the position shall be assigned to each salary point/step within the grade, or set at the annual assessment provided that such criteria shall provide an opportunity to progress through the salary system.
- (vi) Except where otherwise provided, employees shall be assessed for progression through the salary range for their position at least annually or when they are required to use skills that would entitle them to progress in the salary system.
- (vii) Council shall not be required to conduct annual assessments for those employees who have progressed through the salary system to the maximum point/step for their position, provided that if an employee on or above the maximum point/step for their position requests an annual assessment in writing, council will provide one.
- (viii) At the time of assessment, council shall advise the employee of the skills and/or the performance objectives required for the employee to progress to the next salary point/step and shall review the employee's training needs.
- (ix) The salary system shall include a process by which employees can appeal against their assessment.
- (x) Employees shall have access to information regarding the grade, salary range and progression steps of the position.
- (xi) Where a council changes its salary system structure employees shall not suffer a reduction in pay or salary range.

8. Use of Skills

- (i) The parties are committed to improving skill levels and removing impediments to multi skilling and broadening the range of tasks that the employee is required to perform.
- (ii) The council may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.
- (iii) An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- (iv)
 - (a) The skills paid for shall not be limited to those prescribed by the job description and may, where appropriate, include skills possessed by the individual which are required by council to be used as an adjunct to the employee's normal duties.
 - (b) Subject to subclause (xii) of Clause 14, Allowances, Additional Payments and Expenses, employees who are required by council to use such additional skill(s) in the performance of their duties shall have the use of these skill(s) considered in the evaluation of the position.

9. Performance Evaluation and Reward

A. ENTERPRISE

- (i) It is the intention of the parties to create a flexible award in which councils can increase the overall efficiency and effectiveness of local government services.
- (ii) Council should consider the development of enterprise key performance indicators which are specific to local needs.
- (iii) Where a council develops enterprise key performance indicators regard shall be had to the following:
 - (a) measurement of the manner and process by which services are provided;
 - (b) measurement of both qualitative and quantitative aspects of service provision e.g. community satisfaction, timeliness, service quality, output and cost data;
 - (c) those indicators identified in the publication 'Comparative Information on New South Wales Local Government Councils' issued by the New South Wales Department of Local Government.
- (iv) Council shall discuss enterprise key performance indicators relating to human resources activities and / or job redesign with the consultative committee.
- (v) Employee(s) or the council may seek assistance from the appropriate union or Association in developing and implementing enterprise key performance indicators.

B. INDIVIDUAL / TEAM

- (i) Enterprise key performance indicators may be used to develop performance targets for teams or individual employees.
- (ii) All employees need to know and have confirmed the role, accountabilities and performance standards that are expected of them. Role clarity, acceptance of goals and regular feedback are essential to effective performance. A key aim should be to provide a means of recognising and rewarding high performance and to provide an early assessment and response to substandard performance. A review system also provides a basis for identifying development needs for individuals, and can be used as an important input to promotion decisions.
- (iii) This Award recognises that all employees shall have on-going feedback about performance. The performance development process can be simplified to three stages:
 - (1) joint development on objectives and performance standards;
 - (2) progress reviews; and
 - (3) a formal performance review which is followed by decisions and outcomes.

C. BONUS AND ADDITIONAL PERFORMANCE PAYMENTS

- (i) Councils may make available access to bonus payments or other opportunities for additional reward for those employees who have progressed through the salary system to the maximum point/step for their position.
- (ii) Where a salary system provides for the payment of a performance component separate from a skills component, variations to payments under the performance component shall not affect payments under the skills component.

10. Payment for Relief Duties/Work

- (i) An employee required to relieve in a position which is at a higher level within the salary system shall be paid for that relief. The rate to be paid shall be determined by considering the skills / experience applied

by the employee relieving in the position but shall be at least the minimum rate for that position in accordance with the salary system except where the higher level skills have been taken into account within the salary of the relieving employee.

- (ii) Payment for use of skills relieving in a higher paid position shall be made for the time actually spent relieving in the higher position and is not payable when the relieving employee is absent on paid leave or an award holiday. An employee on annual leave may be entitled to a higher rate of pay in accordance with the provisions of Clause 20 Part C(v) of this award.
- (iii) An award employee who is required to relieve in a senior staff position, so designated under the *Local Government Act 1993*, shall be paid an appropriate rate of pay commensurate with the duties and responsibilities of the relief work undertaken.

11. Payment of Employees

- (i) Employees shall be paid either weekly or fortnightly or any other period by agreement on a fixed regular pay day.
- (ii) Council shall fix a regular payday, between Monday and Friday inclusive. Council may alter the payday if there is prior agreement with the employees affected and the employees shall not unreasonably withhold their agreement.
- (iii) Payment shall be by cash, cheque or direct credit to the employee's nominated account.
- (iv) The council shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.
- (v) An employee's ordinary pay shall not be reduced when the employee is prevented from attending work due to bushfire or other climatic circumstances beyond their control, provided that this subclause shall not apply if:

alternative duties are available that the employee can usefully perform, or

the bushfire or other climatic circumstance occurred outside of the State of New South Wales.

12. Salary Sacrifice

- (i) Council and an employee may agree to enter into a salary sacrifice arrangement, which allows an employee to receive a part of their pre tax salary as a benefit rather than salary. Such agreement shall not unreasonably be withheld.
- (ii) Benefits that may be salary sacrificed include, but shall not be limited to, child care facilities operated by council on its premises; and additional superannuation and motor vehicles supplied by council under lease back arrangements where the amount to be salary sacrificed for leaseback of a council motor vehicle is that part of the lease back fee that exceeds council's fringe benefit tax liability.
- (iii) The value of the benefits shall be agreed between the council and employee and shall include fringe benefits tax where applicable.
- (iv)
 - (a) The salary sacrifice arrangement, including the benefits to be salary sacrificed and their value including fringe benefit(s) tax, shall be in writing and signed by both council and the employee.
 - (b) The employee may request in writing to change the benefits to be salary sacrificed once each year and the council shall not unreasonably refuse the request.
- (v) The employee's gross pay is their pre tax ordinary pay less the values of the salary sacrifice benefit including fringe benefit(s) tax.

- (vi) The value of a salary sacrifice benefit and applicable fringe benefit tax, shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's salary for employer contributions.
- (vii) The value of salary sacrifice benefits and applicable fringe benefits tax shall be ordinary pay for calculating overtime and termination payments.
- (viii) The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- (ix)
 - (a) The council will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws.
 - (b) The council has the right to vary and/or withdraw from offering salary sacrifice to employees with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- (x) A salary sacrifice arrangement shall cease on the day of termination of employment.
- (xi) A salary sacrifice arrangement shall be suspended during periods of leave without pay.
- (xii) Council may maintain and/or enter into other salary sacrifice arrangements with employees.

13. Superannuation Fund Contributions

Subject to the provisions of the *Industrial Relations Act 1996*, a council shall make superannuation contributions to the Local Government Superannuation Scheme and not to any other superannuation fund.

14. Allowances, Additional Payments and Expenses

- (i) Disability Allowances
 - (a) A disability allowance in addition to the weekly rate of pay shall be payable to designated employees to compensate for the special disabilities associated with the nature of duties performed by outdoor staff.

This allowance shall be paid at the rate set out in Table 2 of Part B of this Award and shall be paid for all purposes of the Award but shall not attract any penalty. The following employees shall be entitled to be paid the allowance:

All employees in Levels 2, 3 and 4 of the Operational Band 1 and employees engaged in the gardening, building, metal and mechanical trades of the Administrative / Technical / Trades Band 2.

Excepting staff engaged in the following functions:

Administration

Civic Centre, Recreation and Theatre

Community Services

Finance

Garbage, Sanitary and Sullage

Managing Saleyards

Noxious Plant Inspection

Ordinance Control

Public Relations

Supervising in Band 2

Technical Services

Works Supervisor

- (b) All employees classified in the Operational Band 1, of this Award (except for supervisors), who are employed in garbage, sanitary and sullage collection work or engaged at garbage tips, in street sweeping and in cleaning offensive materials from gutters or storm water drains, shall in addition to their weekly rate of pay, be paid a disability allowance at the rate set out in Table 2 of Part B of this Award. This allowance shall be paid for all purposes of the Award but shall not attract any penalty.

The disability allowance is to compensate for the special disabilities associated with the hours worked and the offensive, filthy and obnoxious nature of duties performed by employees engaged in this work.

(ii) Sewer Chokes

Employees clearing sewer chokages shall be paid at the rate set out in Table 2 of Part B of this Award whilst so engaged.

The sewer choke allowance is to compensate for the highly obnoxious working conditions associated with the clearing of blockages from sewer mains (of any diameter) carrying raw or partially treated sewerage to sewerage treatment plants, often in circumstances where direct contact with the raw sewerage is unavoidable.

For the purposes of this subclause, a sewer choke shall mean a partial or total blockage that may result in a spill to the external environment from the sewer system.

The sewer choke allowance shall not be paid in addition to the sewerage treatment works allowance at subclause 14(iv) of this Award.

(iii) Septic Tanks

Employees shall be paid treble rates in addition to their normal rates for all time occupied on work in connection with the cleaning of septic tanks, and/or septic closets and/or chemical closets by other than mechanical means. Payments made in accordance with this subclause shall be in substitution of overtime rates and any other penalty.

(iv) Sewerage Treatment Works

Employees required during their ordinary hours of work to enter and clean or enter and maintain digestion tanks at sewerage treatment works, aeration ponds or wet wells at sewer pump stations, where direct contact with raw sewerage is unavoidable, shall be paid at the rate of double ordinary rates for all time worked. Payments made in accordance with this subclause shall be in substitution of overtime rates and any other penalty.

(v) Employee Providing Tools

- (a) Where the employee and the council agree that the employee shall supply their own tools, a tool allowance shall be paid as follows: -

	PER WEEK \$
Bricklayer	Table 2 of Part B
Carpenter and Plumber	Table 2 of Part B
Metals and Mechanical Trades	Table 2 of Part B
Painter and Signwriter	Table 2 of Part B
Plasterer	Table 2 of Part B

- (b) Complete Tool Kits - allowances paid to employees in accordance with this clause shall be deemed to apply in respect of a full range of tools ordinarily used in carrying out the trade, occupation, duties and functions.
- (c) Special Purpose Tools - allowances prescribed by this clause shall not cover tools required for special uses or purposes outside of the ordinary trade functions of the employee's classification.
- (d) Compensation of Tools - The council shall reimburse the employee to a maximum per annum as set out in Table 2 of Part B for loss of tools by breaking and entering whilst securely stored at the council's premises or on the job site or if the tools are lost or stolen while being transported by the employee at the council's direction, or if the tools are stolen during an employee's absence after leaving the job because of injury or illness. Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.
- (e) Provided for the purposes of this clause: -
- (1) Only tools used by the employee in the course of their employment shall be covered by this clause;
 - (2) The employee shall, if requested to do so, furnish the council with a list of tools so used;
 - (3) Reimbursement shall be at the current replacement value of new tools of the same or comparable quality;
 - (4) The employee shall report any theft to the police prior to making a claim on the council for replacement of stolen tools.

(vi) Telephone

Where an employee and council agree that a telephone installed at the employee's residence can be used as a means of communication to such employee the council shall reimburse the employee the annual rental of such telephone and for the actual charge made for all outward calls made on council's behalf.

(vii) Expenses

All reasonable expenses, including out-of-pocket, accommodation and travelling expenses, incurred in connection with the employee's duties shall be paid by the council and, where practicable shall be included in the next pay period. The method and mode of travelling or the vehicle to be supplied or to be used shall be arranged mutually between the council and the employee. Travelling arrangements shall be agreed between council and the employee.

(viii) Certificates and Licences

- (a) Where an employee in Operational Band 1 or Administrative/Technical Trades Band 2 of the Award is required by council to hold a WorkCover NSW approved certificate or licence the council shall reimburse the employee for the cost of such certificate or licence.
- (b) Where an employee in Operational Band 1 or Administrative/Technical Trades Band 2 of the Award is required by council to hold a drivers licence other than a Class C (car) or Class R (rider) licence, the council shall reimburse the employee the difference between the cost of the licence and the cost of a Class C (car) drivers licence.

(ix) Vehicle Allowances

- (a) Where, by agreement, an employer requires an employee to use their own vehicle in or in connection with the performance of their duties for official business, such employee will be paid an allowance for each kilometre of authorised travel as follows: -
- (i) motor vehicle under 2.5 litres (normal engine capacity) - refer to Table 2 of Part B; and
 - (ii) 2.5 litres (normal engine capacity) and over - refer to Table 2 of Part B.
- (b) An employer may require an employee to record full details of all such official travel requirements in a log book.
- (c) Minimum quarterly payment - Where the vehicle is used for official business and is available continuously when the employee is on duty the employee shall be paid the allowance but with a minimum payment as set out in Table 2 of Part B. Periods of sick leave in excess of 3 weeks, annual leave in excess of 4 weeks, long service leave, paid and unpaid maternity leave shall not be counted when calculating the minimum quarterly payment.
- (d) Where the car is used for official business on an intermittent, irregular or casual basis, the employee shall be paid the allowance for the number of kilometres travelled on official business as set out in paragraph (a) and shall not be entitled to the minimum payment as set out in paragraph (c).
- (e) Any agreement to pay the allowance under this clause may only be terminated by 12 months notice by either party or by the employee's termination of employment.

(x) Travelling Allowance

- (a) This subclause shall apply to employees who are required to start and / or finish at a location away from the council depot, workshop or other agreed starting point.
- (b) For the purposes of this subclause "normal starting point" shall mean:
- (1) the council workshop or depot;
 - (2) a council office or building to which the employee is usually assigned;
 - (3) any other agreed starting and / or finishing point.
- (c) Where more than one starting point is fixed each employee shall be attached to one starting point only. An employee may be transferred to a different normal starting point at any time by agreement or by the giving of reasonable notice provided that the relocation is reasonable in the circumstances and does not unreasonably disadvantage the employee. In the event of a dispute Clause 31, Grievance and Dispute Procedures, shall apply.
- (d) An employee who is required to commence and / or finish work at a location away from the employee's normal starting point at the normal starting and / or finishing times or is required to start or finish overtime work at a location away from the normal starting point shall be paid a travelling allowance as under:

Where the employee works at a distance from the employee's residence greater than:

3km but not more than 10km	Table 2 of Part B
More than 10km but not more than 20km	Table 2 of Part B
More than 20km but not more than 33km	Table 2 of Part B
More than 33km but not more than 50km	Table 2 of Part B
Plus (See Table 2 of Part B) for each additional 10km in excess of 50kms.	Table 2 of Part B

- (e) For the purpose of this subclause a residence shall not be reckoned as such unless it is situated within the council area. Where the employee resides outside the council area the travelling allowance is payable from the council boundary of the council by which they are employed.
- (f) For the purpose of this subclause distance shall mean the nearest trafficable route to work.
- (g) Where transport is provided by council the conveyance shall have suitable seating accommodation and a cover to protect the employees from the weather. Explosives shall not be carried on vehicles which are used for the conveyance of employees.
- (h) Where council requires an employee to use their own vehicle to transport other employee(s) or materials to the worksite to commence and/or finish work at a location away from the employee's normal starting point at the normal starting and/or finishing times or is required to start or finish overtime work at a location away from the normal starting point, a car allowance for the use and depreciation of the vehicle shall be paid as follows:

	Kilometres travelled transporting other employee(s) or materials Cents per kilometre
Under 2.5 litres (nominal engine capacity)	Table 2 of Part B
2.5 litres (nominal engine capacity) and over	Table 2 of Part B

Such car allowance shall be paid in addition to travelling allowances provided by this subclause.

For the purposes of this subclause, materials shall not include incidental items (including but not limited to keys, mobile phones, lap-top computers and personal protective clothing).

Where an employer provides transport but the employee elects to make their own travel arrangements, the vehicle allowances in this subclause shall not apply.

- (i) This subclause shall not apply where an employee commences and/or finishes work at a worksite which lies between the employee's place of residence and the employee's normal starting point, provided that reasonable transport is available and the employee travels no further than ordinarily travelled to the normal starting point.
 - (j) This subclause does not apply to employees who travel where management and employees agree on a flat rate per week to be paid for travelling. In the event of a dispute, the Grievance and Disputes Procedure in Clause 31 of this Award shall be applied.
 - (k) This subclause does not apply to travelling involved in after hours on-call work or to employees recalled to work overtime.
 - (l) Unless otherwise agreed, an employee shall not be entitled to travel related allowances except those provided for in this subclause. Nothing in this subclause shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any existing travel arrangements.
- (xi) **Camping Allowance**
- (a) Employees who are required by council to camp out or where no reasonable transport facilities are available to allow them to proceed to and from their homes each day shall be paid a camping allowance at a rate set out in Table 2 of Part B for each night the employee camps out.
 - (b) A council shall pay the camping allowance in advance if requested, where council requires the employee to camp out for all of the rostered working days in a week. The council shall be reimbursed the camping allowance that has been paid in advance excepting where the camp has been shortened or cancelled for reasons beyond the employee's control.

- (c) When employees are required to camp, all travelling between their respective depots and camp site at the beginning and/or completion of the camp be undertaken during normal working hours. If the employees are required to travel outside normal working hours they shall be paid the appropriate travelling allowance in accordance with subclause (x) of this clause.
 - (d) All time occupied in setting up or in shifting camps during the ordinary working hours shall be paid for at ordinary rates. Should employees be required to shift camp at times other than during their ordinary hours of work they shall be paid time and a half rates for the time occupied.
 - (e)
 - (1) Council shall provide transport for employees, who are required to camp out from the council depot at the commencement of each working week and to return to such depot at the finish of each working week or when the employees are camped for a period less than one week at the commencement and finish of the period in which the employees are required to camp out.
 - (2) Notwithstanding (1) above, transport may be mutually arranged between the council and the employee(s) and shall remain at all times with those employee(s) required to camp.
 - (f) The council shall provide free transport once each week to enable commodities for use in camp to be obtained by the employees from the nearest suitable location. For the purpose of this subclause, the camping allowance prescribed in paragraph (a) shall be payable to the employees so concerned.
 - (g) No employee shall be required to camp without at least 24 hours' notice unless such employee agrees to do so.
 - (h) Where reasonably practicable to do so the council shall arrange for perishable foods to be purchased on the morning prior to the time of departure on that day.
 - (i) Minimum standards of caravan accommodation to be provided to employees required to camp out are contained in Schedule 1 to this Award.
- (xii) Community Language, Signing and First Aid Work
- (a) Community Language and Signing Work
 - (1) Employees using a community language skill as an adjunct to their normal duties to provide services to speakers of a language other than English, or to provide signing services to those with hearing difficulties, shall be paid an allowance in addition to the weekly rate of pay as set out in Table 2 of Part B. The allowance may be paid on a regular or irregular basis, according to when the skills are used.
 - (2) Such work involves an employee acting as a first point of contact for non-English speaking residents or residents with hearing difficulty. The employee identifies the resident's area of inquiry and provides basic assistance, which may include face-to-face discussion and/or telephone inquiry.
 - (3) Such employees convey straightforward information relating to council services, to the best of their ability. They do not replace or substitute for the role of a professional interpreter or translator.
 - (4) Such employees shall record their use of a community language according to council established policy.

(b) First Aid Work

Where an employee is required by council to be in charge of a first aid kit and/or to administer first aid and the use of such adjunct skills are not paid for in accordance with the salary system established by the council, the employee shall be paid an allowance in addition to the weekly rate, as set out in Table 2 of Part B.

(c) Additional Skills Criteria

- (1) Where an employee is required by council to use community language or first aid skills in the performance of their duties:

Council shall provide the employee with the opportunity to obtain accreditation from a language aide or first aid accreditation agency

The employee shall be prepared to be identified as possessing the additional skill(s)

The employee shall be available to use the additional skill(s) as required by council.

- (2) Such training shall form part of a council's training plan and budget, in accordance with the requirements of Clause 27 of this Award.

(d) Savings

These provisions identify minimum criteria only, and shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangement existing at the date the award was varied to give effect to this clause. They shall not however be cumulative upon such existing payments.

(xiii) Meal Allowance

- (a) A meal allowance set out in Table 2 of Part B shall be paid to employees instructed to work overtime:

- (i) for two hours or more prior to their agreed commencing time, or
- (ii) for two hours immediately after their agree finishing time and after subsequent periods of four hours, or
- (iii) after each four hours on days other than ordinary working days

provided that a meal allowance is not payable where, by agreement, a meal is provided by the employer.

(xiv) Civil Liability - Engineering Professionals

- (a) Except where such responsibility and the exercise of such skills have been specifically and demonstrably paid for in accordance with the salary system established by the council, an employee who is an engineering professional:

- (1) is directly involved in applying engineering principles to the Asset Management of council assets, including the planning for, designing, maintaining, replacing, rehabilitating or disposing of; and
- (2) such assets may give rise to liability under the *Civil Liability Act 2002*.

shall be paid an allowance in addition to the weekly rate, as set out in Table 2 of Part B.

- (b) The provision in (a) above shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangements existing at the date the Award was varied to give effect to this clause.

(xv) Accreditation of council employees by the Building Professionals Board

Where an employee is required by council to be accredited by the Building Professionals Board under the *Building Professionals Act 2005* (NSW) the council shall:

- (a) pay the reasonable costs associated with obtaining and/or maintaining such accreditation, including the cost of accreditation fees and compulsory continued professional development training/course fees, and
- (b) grant paid leave to attend course requirements in accordance with subclause (iv) of Clause 27, Training and Development, of this Award.

15. Motor Vehicle Leaseback

A. GENERAL

The parties to this Award recognise that leaseback vehicles may be provided to employees as a condition of employment (e.g. as an incentive for accepting employment) or as a discretionary benefit that is not a condition of employment.

A leaseback vehicle will be considered to be a condition of employment for an employee unless it was clearly identified that it was not being provided on such a basis at the time that it was provided.

Factors to consider when determining whether a leaseback vehicle is a condition of an employee's employment include:

Whether the vehicle was offered as an incentive to attract and/or retain the employee; and

The period that the employee has had access to a leaseback vehicle.

B. TERMINATION OF LEASEBACK VEHICLE Arrangement

- (i) Condition of employment - Unless otherwise provided in this clause, where a council and an employee enter into a leaseback vehicle arrangement and the employee is entitled to a leaseback vehicle as a condition of employment, the arrangement may only be terminated by agreement.
- (ii) Not a condition of employment - Unless otherwise provided, where a council and an employee enter into a leaseback vehicle arrangement and the employee is not entitled to a leaseback vehicle as a condition of employment, the council shall give a minimum of six (6) months written notice of termination of the arrangement.

Notwithstanding the above, where the leaseback vehicle agreement was entered into prior to 1 November 2010, the council shall give a minimum of 12 months notice to terminate the agreement.

- (iii) Other - A council may terminate or suspend access to a leaseback vehicle arrangement immediately on termination of employment, loss of licence, serious breach of the leaseback vehicle agreement or if the employee accepts a new position with the council that does not include access to a leaseback vehicle.

C. VARIATION OF LEASEBACK VEHICLE ARRANGEMENTS

- (iv) Variations to leaseback arrangements - Proposals to vary leaseback vehicle arrangements, including the formula for calculating the leaseback vehicle fee shall be referred to Council's Consultative Committee in accordance with Clause 28 of this Award.

- (v) Variations to leaseback fees - A council shall not increase the leaseback vehicle fee an employee is required to pay in any one year by more than ten (10) percent or the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, private motoring sub-group (Cat No 6401.0), whichever is the greater. This subclause shall not apply where the leaseback vehicle fee is adjusted to reflect changes in the type of vehicle being used (including changes in vehicle options, the class, model or make of vehicle).
- (vi) Variations in hours of work and/or extended periods of absence - Where an employee's hours of work change significantly or the employee is absent on approved leave for an extended period, the council and the employee shall discuss whether the employee will be allowed to retain possession of the vehicle and/or whether the leaseback vehicle fee is to be adjusted. In the event that the leaseback vehicle fee is to be adjusted, subclause (v) above shall not apply. In the absence of agreement, Clause 31, Grievance and Disputes Procedures, shall apply.

16. Residence

Where an employee is supplied by the council with a residence, it shall be of a reasonable standard. The rental value of such residence shall be agreed upon between the council and the employee. The rental value as agreed may be deducted from the pay of the employee.

17. Hours of Work

A. ORDINARY HOURS

- (i) Except as otherwise provided, the ordinary hours of work shall be 38 hours per week arranged on one of the following bases:
 - 38 hours within one week provided that at least two days off shall be granted; or
 - 76 hours within two weeks provided that at least four days off shall be granted; or
 - 114 hours within three weeks provided that at least six days off shall be granted; or
 - 152 hours within four weeks provided that at least eight days off shall be granted.
- (ii) The ordinary hours of work for employees engaged in the following functions shall be 35 hours per week:
 - Administration;
 - Building Surveying;
 - Community Services (Professional/Specialist Band 3);
 - Engineering (Professional and Trainees);
 - Executive Band;
 - Finance;
 - Health Surveying;
 - Library;
 - Public Relations;
 - Technical Services; and
 - Town Planning.

The ordinary hours for employees working 35 hours per week shall be arranged on one of the following bases:

35 hours within one week provided that at least two days off shall be granted; or

70 hours within two weeks provided that at least four days off shall be granted; or

105 hours within three weeks provided that at least six days off shall be granted; or

140 hours within four weeks provided that at least eight days off shall be granted.

(iii) Except as otherwise provided, the ordinary hours for all employees shall be between Monday and Sunday.

(iv) The ordinary hours for employees engaged in the following functions shall be between Monday and Friday:

(a) Building Surveyors;

Crematoriums and Cemeteries;

Engineering (Professional and Trainees);

Finance;

Health Surveyors;

Road Construction and Maintenance;

Sale Yards;

Stores and Depots;

Town Planning; and

Trade functions.

(b) The ordinary hours for employees engaged in general administration shall be between Monday and Friday except where such administrative duties are associated with work in functions where a different spread of hours is applicable.

(v) An employee's commencement and/or finishing times may be altered by agreement or by the council with the provision of reasonable notice where there are genuine operational or safety reasons supporting the variation. For the purpose of this sub-clause, reasonable notice shall be determined having regard to:

the employee's personal circumstances including any family and carer responsibilities;
and

the needs of the workplace, including any genuine operational or safety reasons.

Unless otherwise agreed, at least two weeks prior to the proposed alteration the council shall provide the employee with the reasons for the proposed alteration to commencement and/or finishing times in writing. At least one week prior to the proposed alteration the employee shall provide reasons in writing if they do not agree with the proposed alteration, provided that an employee shall not unreasonably withhold agreement. In the event of a dispute, Clause 31, Grievance and Disputes Procedures, shall apply.

This subclause only applies in relation to changes to commencement and/or finishing times and does not apply to changes in the days that an employee is required to work.

- (vi) An unpaid meal break of a minimum of 30 minutes shall be given and taken within the first five hours of continuous work. Thereafter, a paid meal break not exceeding 20 minutes shall be given and taken after a further five hours continuous work. In the case of unforeseen circumstances, the meal break may be delayed and shall be taken as soon as practicable, subject to the observance of appropriate occupational health and safety standards.
- (vii) Ordinary hours of work shall not exceed twelve (12) hours in any one-day exclusive of unpaid meal breaks.

B. SATURDAY AND SUNDAY WORK

- (i) Except as otherwise provided, ordinary hours worked on a Saturday shall attract a 25% penalty in addition to the ordinary hourly rate of pay and ordinary hours worked on a Sunday shall attract a 50% penalty in addition to the ordinary hourly rate of pay.
- (ii) The ordinary hours worked by employees engaged in the following functions shall attract a 50% penalty in addition to the ordinary hourly rate of pay for work on a Saturday and a 100% penalty in addition to the ordinary hourly rate of pay for work on a Sunday:

Beach inspectors;

Cleaning;

Garbage;

Mechanical Trades (Workshops);

Parks and Reserves;

Rangers and parking officers;

Sanitary;

Sewerage;

Sullage;

Waste; and

Water

- (iii) An employee may request to work ordinary hours on a Saturday and/or a Sunday in lieu of the ordinary hours the employee would otherwise be rostered to work.
 - (a) An employee's request must be in writing and must outline a period within which the arrangement is to be reviewed;
 - (b) Council will not unreasonably withhold agreement to such a request;
 - (c) Any such agreement shall not apply to new or vacant provisions;
 - (d) Where an employee requests to work ordinary hours on a Saturday and/or a Sunday under the provisions of this subclause, Council shall not be required to pay the penalty rate provided by subclauses (i) and/or (ii).

C. SHIFT WORK

- (i) Except as otherwise provided ordinary hours worked outside the span of 6:00am to 6:00pm Monday to Friday shall attract a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the span of hours specified in this subclause.
- (ii) Employees engaged in the following functions will be entitled to a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the following times:

Aerodromes	5.00am to 10.00pm
Caretakers	5.00am to 10.00pm
Childcare	6.00am to 7.00pm
Cleaners	5.00am to 9.00pm
Entertainment, Theatres and Hospitality	6.00am to 11.00pm
Libraries	8.00am to 9.00pm
Leisure Centres	5.00am to 11.00pm
Parking Station Attendants	6.00am to 10.00pm
Pools	5.00am to 11.00pm
Rangers and parking officers	5.00am to 10.00pm
Security/watchpersons	5.00am to 10.00pm

- (iii) Shift penalties shall be payable for ordinary work performed between Monday and Friday and shall not be paid on weekends.
- (iv) With the exception of staff engaged in the function of street sweeping, employees in receipt of the higher disability allowance provided under clause 14(i)(b) of this Award shall not also receive shift penalties for work performed outside the hours of 6:00am to 6:00pm Monday to Friday as provided by subclause (i).
- (v) An employee may request to work ordinary hours outside the span of 6:00am and 6:00pm or any of the other spans detailed in clause 17C(ii), in lieu of the ordinary hours the employee would otherwise be rostered to work.
- (a) An employee's request must be in writing and must outline a period within which the arrangement is to be reviewed;
- (b) Council will not unreasonably withhold agreement to such a request;
- (c) Any such agreement shall not apply to new or vacant positions;
- (d) Where an employee requests to work ordinary hours outside the relevant span of hours Council shall not be required to pay a shift penalty for the actual time worked.

D. FACILITATIVE PROVISIONS

A Council and the Union may agree on hours of work, weekend penalties and shift penalties other than those prescribed in this clause.

18. Overtime**A. GENERAL**

- (i) Except where otherwise provided all time worked by direction before the agreed commencement of ordinary hours, or later than the agreed completion of ordinary hours, shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

- (ii) Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided any overtime worked after 12 noon Saturday shall be at double time.
- (iii) Overtime worked on Sunday shall be paid for at the rate of double time.
- (iv) Overtime shall be claimed within 30 days of it being worked. Council shall keep a record of such overtime. Overtime accruals shall not be forfeited and shall be paid at the appropriate overtime rate on termination or at other agreed time.
- (v) An employee (other than a casual) who works four or more hours overtime:
 - (a) between the completion of ordinary work on one shift and the commencement of ordinary work on the next shift so that they have not had at least ten (10) consecutive hours off duty between those times, or
 - (b) on days other than ordinary working days so that they have not had ten (10) consecutive hours off duty in the fourteen (14) hours preceding the employee's ordinary commencement time on the next ordinary working day,

shall be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If an employee is instructed to resume work without having had ten consecutive hours off duty, the employee shall be paid at double ordinary rates until released from duty and then shall be entitled to a ten hour break without loss of pay.

This subclause only applies to employees who are on call or called back to work:

for four hours or more, or

on consecutive days without having had a ten hour break, or

on more than one occasion during the day outside of the four hour period.

- (vi) Where there is prior agreement between the council and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted time in lieu equivalent to the actual hours worked. This subclause shall not apply to employees who are on call or called back to work.
- (vii) Employees classified in the Executive Band 4 of this Award may be required, in addition to their ordinary hours, to attend meetings of council and standing and / or special committee meetings. For the purpose of this subclause, an employee who is required to attend meetings of the council and standing and / or special committee meetings shall be entitled to claim overtime for actual hours worked after 11.00 pm.
- (viii)
 - (a) Subject to paragraph (b), a council may require an employee to work reasonable overtime at overtime rates.
 - (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
 - (c) For the purposes of paragraph (b), what is unreasonable or otherwise will be determined having regard to:

any risk to the employee;

the employee's personal circumstances including any family and carer responsibilities;

the needs of the workplace;

the notice, if any, given by the employer of the overtime and by the employee of their intention to refuse it; and

any other matter.

B. ON CALL

- (i) For the purposes of this Award, an employee shall be deemed to be on-call if required by the council to be available for duty outside of ordinary hours at all times in order to attend emergency and / or breakdown work and / or supervise the call-out of other employees.
- (ii) Employees who are required to be on-call are not required to remain at their usual place of residence or other place appointed by council. However, an on-call employee must be able to be contacted and be able to respond within a reasonable time.
- (iii) Employees required to be on call on days when they would ordinarily work, or would have ordinarily worked but for a public holiday, in accordance with Clause 17, Hours of Work shall be paid an on call allowance at a rate set out in Table 2 of Part B of this Award for each such day the employee is required to be on call.
- (iv) Employees required to be on call on days other than their ordinary working days shall be paid an on call allowance at a rate set out in Table 2 of Part B of this award for each such day the employee is required to be on call.
- (v) Provided that the on call allowances in subclauses (iii) and (iv) of this clause shall not total more than the rate set out in Table 2 of Part B of this award for any one week.
- (vi) Employees on call who are required to work outside their ordinary hours shall be entitled to be paid overtime at the appropriate rate for hours worked and such rate shall be paid from the time that the employee departs for work. On call employees are not subject to the minimum payment provisions on a public holiday.
- (vii) For each public holiday an employee is required to be on-call, the employee shall be granted one-half day's leave to be taken at an agreed time, provided that where there is prior agreement a council may pay the employee an additional one-half day's pay in lieu of the one-half day's leave.

C. CALL BACK

- (i) For the purposes of this Award, an employee shall be deemed to be on a call back if the employee is recalled to work overtime without receiving notice before ceasing work.
- (ii) Any employee who is called back to work as defined in subclause (i) shall be paid for a minimum of four hours work at the appropriate overtime rate for each time so recalled. Provided that any subsequent call backs occurring within a four hour period of a call back shall not attract any additional payment. An employee working on a call back shall be paid the appropriate overtime rate from the time that such employee departs for work.

Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job that the employee was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where the call back is continuous subject to a reasonable meal break with the commencement of ordinary hours.

19. Holidays

A. GENERAL

- (i) The days on which holidays shall be observed are as follows: New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day and all locally proclaimed holidays within the council's area, and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW.
- (ii) In addition to the days provided for in subclause (i), employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations. Eligible employees shall provide council with at least seven (7) days notice of their intention to take the holiday in accordance with this subclause.
- (iii) Where any of the holidays prescribed by this Award fall on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.
- (iv) Except as otherwise provided, where an employee is required to work on a holiday as prescribed by this award, the employee shall be paid at double time and a half inclusive of payment for the day with a minimum payment of four hours worked.
- (v) All employees classified in the Operational Band 1 of this Award employed in garbage, sanitary and sullage (other than the supervisor) who are required to work on Good Friday or Christmas Day shall be paid at triple time inclusive of payment for the day with a minimum payment of four hours work.
- (vi) Where an employee is required to work ordinary hours on a holiday as prescribed by this Award, the council and the employee may agree that the employee be paid time and a half for the hours worked on a holiday and in addition, be granted equivalent time off in lieu to be paid at ordinary time for each holiday worked. Such leave shall be taken at a mutually convenient time.
- (vii) When a holiday occurs on a day on which an employee is rostered off while employed on a seven day a week rotating roster system, the employee shall be paid a day's pay at ordinary rates in addition to the ordinary week's pay. Council may in lieu of making such additional payment, grant a day's leave for each such holiday which may be taken at such time as is mutually agreed to between the council and the employee.

B. UNION PICNIC DAY

- (i) Union Picnic Day shall for the purposes of this Award be regarded as a holiday for employees who are financial members of the union(s). The Union Picnic Day shall be on such day as is agreed between the council and the union(s).
- (ii) The union(s) shall advise the council of financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day.
- (iii) Employees who are not financial members of the union(s) and who are required to work on Union Picnic Day, shall be paid ordinary pay for their normal working day.
- (iv) Employees who are not financial members of the union(s) and who are not required to work on Union Picnic Day, may apply to council to take annual leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by council, or may be required by council to make up time.

20. Leave Provisions

A. SICK LEAVE

- (i) Employees who are unable due to sickness to attend for duty shall be entitled during each year of service to sick leave of 3 weeks at the ordinary rate of pay subject to the following conditions: -
 - (a) the council shall be satisfied that the sickness is such that it justifies the time off; and
 - (b) the council shall be satisfied that the illness or injury does not arise from engaging in other employment; and
 - (c) proof of illness to justify payment shall be required after 3 separate periods of absence in each service year or where an absence exceeds 2 working days; and
 - (d) when requested, proof of illness shall indicate the employee's inability to undertake their normal duties; and
 - (e) where a person is employed on a fixed-term or temporary basis of less than twelve (12) months duration the employee shall be entitled to one (1) weeks sick leave on commencement. The employee shall be entitled to a further one (1) weeks sick leave after each four (4) months of continuous service.
- (ii) Proof of illness may include certification from a qualified medical/health practitioner, registered with the appropriate government authority.
- (iii) The council may require employees to attend a doctor nominated by council at council's cost.
- (iv) Sick leave shall accumulate from year to year so that any balance of leave not taken in any one year may be taken in a subsequent year or years.
- (v) Accumulated sick leave shall be transferable on change of employment from council to council within New South Wales up to 13 weeks, provided that an employee shall only be entitled to transfer sick leave accumulated since the employee's last anniversary date on a pro-rata basis. Such accumulated sick leave shall only be transferable if the period of cessation of service with the council and appointment to the service of another council does not exceed three months. The sick leave entitlement transferred shall not exceed the maximum amount transferable as prescribed by the appropriate award at the time of transfer.
- (vi) Where an employee has had 10 years' service with the present council and the sick leave entitlement as prescribed has been exhausted, council may grant such additional sick leave as, in its opinion, the circumstances may warrant.
- (vii) Section 50 of the *Workers Compensation Act 1987* dealing with the relationship between sick leave and workers compensation applies.
- (viii) Where an employee had an entitlement under awards rescinded and replaced by this Award for the payment of unused sick leave arising out of the termination of employment due to ill-health or death and where such entitlement existed as at 15 February 1993 the following provisions shall apply
 - (a) In the event of the termination of service of an employee on account of ill health and the council is satisfied that such ill-health renders the employee unable in the future to perform the duties of such appointed classification, the termination shall not be effected earlier than the date on which the employee's credit of leave at full pay shall be exhausted unless the employee is paid any accrued sick leave at full pay to which such employee would be entitled under this clause.
 - (b) When the service of an employee is terminated by death, the council shall pay to the employee's estate, the monetary equivalent of any untaken sick leave standing to the employee's credit at the time of death.

- (c) Payment under this clause is limited to sick leave calculated to retirement age in accordance with relevant legislation and shall not be payable if the injury or illness arises out of or in the course of employment such that it is compensable under the *Workers Compensation Act, 1987*.
- (d) For the purposes of this subclause such entitlement to payment of untaken sick leave shall be paid be in accordance with Clause 14 of Schedule 4 of the *Industrial Relations Act 1996* (NSW).

B. CARER'S LEAVE

- (i) Use of Sick Leave: An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause (v)(b) below who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 20 Part A, Sick Leave of this Award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (ii)
 - (a) Carer's leave is not intended to be used for long term, ongoing care. In such cases, the employee is obligated to investigate appropriate care arrangements where these are reasonably available.
 - (b) Where more than ten days' sick leave in any year of service is to be used for caring purposes the council and employee shall discuss appropriate arrangements which, as far as practicable, take account of the council's and employee's requirements.
 - (c) Where the parties are unable to reach agreement the grievance and disputes procedures at Clause 31 of this Award should be followed.
- (iii) In normal circumstances, an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.
- (iv) The council may require the employee to provide proof of the need for carer's leave as follows:
 - (a) Less than 10 days - Where less than ten days' sick leave in any year of service is sought to be used for caring purposes the council may require the employee to establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person; or
 - (b) More than 10 days - Where more than ten days' sick leave in any year of service is sought to be used for caring purposes the council may require the employee to produce a medical certificate from a qualified medical/health practitioner showing the nature of illness of the person concerned and such other information as may be reasonably necessary to demonstrate that the illness is such as to require care by the employee and that no other appropriate care arrangements are reasonably available, or
 - (c) establish by production of documentation acceptable to the council or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- (v) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (1) a spouse of the employee; or

- (2) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person, or
 - (3) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (a) 'relative' means a person related by blood, marriage or affinity;
 - (b) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) 'household' means a family group living in the same domestic dwelling.
- (vi) An employee may elect, with the consent of the council, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause (v)(b) above who is ill or who requires care due to an unexpected emergency.
- (vii) An employee shall, wherever practicable, give the council notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (viii) Carer's Entitlement for Casual Employees
- (a) Subject to the evidentiary and notice requirements in subclauses (iv) and (vii) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (iv)(b) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (b) The council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend 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.
 - (c) The council 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 to engage a casual employee are otherwise not affected.
- (ix) Time off in Lieu of Payment for Overtime: An employee may, with the consent of the council, elect to take time in lieu of payment of overtime accumulated in accordance with the provisions of Clause 18 Part A of this Award for the purpose of providing care and support for a person in accordance with subclause (v) above.
- (x) Make-up time: An employee may elect, with the consent of the council, to work 'make-up time', under which the employee takes time off during ordinary hours, and works those hours at a later time, within the spread of ordinary hours provided in the Award, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with subclause (v) above.

- (xi) Annual Leave and Leave Without Pay: An employee may elect with the consent of council to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with subclause (v) above. Such leave shall be taken in accordance with Clause 20 Part C, Annual Leave and Clause 20 Part L, Leave Without Pay of this Award.

C. ANNUAL LEAVE

- (i) Annual leave of absence consisting of 4 weeks at the ordinary rate of pay, exclusive of public holidays observed on working days shall be granted to an employee, after each 12 months service and, except as provided for in subclause (ii) of this clause, shall be taken on its due date or as soon as is mutually convenient thereafter to council and the employee.
- (ii) Council may direct an employee to take annual leave by giving at least four weeks prior notification in the following circumstances:
 - (a) where the employee has accumulated in excess of eight weeks annual leave
 - (b) a period of annual close-down of up to and including 4 weeks.

Provided that:

- (1) Where an employee has accrued more annual leave than the period of the annual close down, the balance of such leave shall be taken in accordance with subclause (i) of this clause.
 - (2) In the case of employees who are not entitled to annual leave or do not have an entitlement sufficient to cover the period of the close-down, council shall endeavour to provide meaningful duties as are within the limits of the employee's skill, competence and training for the whole or part of the close-down.
 - (3) In the event that meaningful duties are not available the employee may be directed to take leave without pay, or by agreement with council may take annual leave in advance of the entitlement provided that in the event of the employee leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay.
 - (4) In the event that leave without pay is directed to be taken, such leave shall be regarded as service for the purpose of the accrual of long service leave, sick leave and annual leave.
- (iii) Payment to an employee proceeding on annual leave shall be made by council at the employee's ordinary rate of pay for the period of annual leave either before the commencement of the employee's annual leave, or by agreement through the usual pay periods.
 - (iv) On resignation or termination of employment, the council shall pay to the employee:
 - (a) their ordinary rate of pay for all untaken leave credited for completed years of service, and
 - (b) for an incomplete year, one twelfth of their ordinary rate of pay multiplied by the number of completed weeks of service in that year.

Provided that the employee shall not receive payment for more than four weeks annual leave for any period of twelve months.

- (v) Where an employee receives a varying rate of pay for 6 months or more in the aggregate in the preceding 12 month period, the employee's ordinary rate of pay shall be deemed to be the average weekly rate of pay earned during the period actually worked over the 12 months immediately preceding the annual leave or the right to payment under this clause.

D. LONG SERVICE LEAVE

(i)

- (a) An employee of council shall be entitled to Long Service Leave at the ordinary rate of pay as follows:

Length Of Service	Entitlement
After 5 years' service	6.5 weeks
After 10 years' service	13 weeks
After 15 years' service	19.5 weeks
After 20 years' service	30.5 weeks
For every completed period of 5 years' service thereafter	11 weeks

- (b) Where an employee has completed more than five years service with the council and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.

(ii)

- (a) Long service leave shall be taken at a time mutually convenient to the council and employee in minimum periods of one week provided that all long service leave accruing on or after 23 June 1988 shall be taken within five years of it falling due.
- (b) Payment to an employee proceeding on long service leave shall be made by council at the employee's ordinary rate of pay for the period of long service leave either before the commencement of the employee's long service leave, or by agreement through the usual pay periods.
- (c) An employee who has become entitled to a period of leave and the employee's employment is terminated by resignation, death or dismissal for any cause shall be deemed to have entered upon leave at the date of termination of the employment and shall be entitled to payment accordingly.

(iii)

- (a) For the purpose of calculating long service leave entitlement in accordance with subclause (i) of this clause all prior continuous service with any other council within New South Wales shall be deemed to be service with the council by which the employee is currently employed.
- (b) Continuity of service shall be deemed not to have been broken by transfer or change of employment from one council to another provided the period between cessation of service with one council and appointment to the service of another council does not exceed three months and such period is covered by accrued annual and long service leave standing to the credit of the employee at the time of the transfer, provided further that the employee concerned does not engage in work of any kind during the period of paid leave between the cessation of service with one council and appointment to the service of another council.

- (iv) For the purpose of this clause, service shall include the following periods:

- (a) Any period of service with any of Her Majesty's Forces provided that the employee enlisted or was called up direct from the service of a council.

- (b) In the case of an employee, transferred to the service of a council of a new or altered area - any period of service with the council from which such employee was transferred.
- (c) Service shall mean all service with a council irrespective of the classification under which the employee was employed.
- (v) There shall be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by council as service at the time leave was taken.
- (vi) When an employee transfers from one council to another, the former council shall pay to the newly employing council the monetary equivalent of all long service leave accruing to the employee at the time of transfer. However, an employee who at the time of transfer has completed at least five years continuous service may elect to be paid the monetary equivalent of the entitlement. Employees who at the time of transfer elect to be paid the monetary equivalent of their long service leave entitlement shall have that entitlement calculated by multiplying in completed years and months their period of continuous service with council(s). A statement showing all prior continuous service with the council(s) of the employee concerned shall be furnished together with details of the assessment of the amount of money that shall be paid into a Long Service Leave Reserve Account and appropriate notations made in the council's Long Service Leave Record.
- (vii) A council which has received under subclause (vi) of this clause a monetary equivalent of long service leave entitlement to cover an employee's period of service with a previously employing council(s) shall if the employee subsequently leaves the service of that employing council to seek employment outside New South Wales Local Government before a long service leave entitlement has become due, refund to such previously employing council(s) the amount paid.
- (viii) Long service leave shall be exclusive of annual leave and any other holidays as prescribed by Clause 19, Holidays of this Award, occurring during the taking of any period of long service leave.
- (ix) When the service of an employee is terminated by death the council shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.
- (x) Where an employee's service is terminated at the end of a season or through shortage of work, material or finance or through illness certified by a duly qualified medical practitioner and such employee is re-employed by the same council within 12 months of termination of service, prior service shall be counted for the purpose of this clause.

E. Parental Leave (GENERAL)

Relationship with federal legislation - Clauses 20E, 20F, 20G and 20I of this Award shall apply in addition to:

- (i) Chapter 2, Part 2-2, Division 5 - 'Parental leave and related entitlements' of the National Employment Standard (NES) under the Fair Work Act 2009 (Cth); and
- (ii) the Paid Parental Leave Act 2010 (Cth).

Note: Division 5 of the *Fair Work Act 2009* (Cth) relates to:

unpaid parental leave, including unpaid adoption leave
unpaid special maternity leave
transfer to a safe job and no safe job leave

F. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

Requests for flexible working arrangements

Chapter 2, Part 2-2, Division 4, Requests for Flexible Working Arrangements of the *Fair Work Act 2009*, shall apply.

G. PAID PARENTAL LEAVE

(i) Definitions - in this clause:

- (a) PPL instalments shall mean instalments paid during the paid parental leave period under the *Paid Parental Leave Act 2010* (Cth).
- (b) Parental leave make-up pay shall mean the employee's ordinary pay, inclusive of PPL instalments. A casual employee's ordinary pay shall be calculated by averaging the employee's ordinary time earnings in the 12 months immediately prior to the employee commencing paid parental leave.

(ii) Eligibility

This clause shall apply to an employee who is receiving PPL instalments as a primary or secondary claimant under the *Paid Parental Leave Act 2010* (Cth).

(iii) Entitlement to parental leave make-up pay

- (a) An employee shall be entitled to parental leave make-up pay for the period that they are receiving PPL instalments, up to a maximum of 18 weeks.
- (b) The period of parental leave make-up pay shall be counted as service for the purposes of long service, annual and sick leave accruals and superannuation.

For the avoidance of doubt, superannuation is calculated on the full parental leave payment (i.e. the employee's ordinary rate of pay inclusive of PPL instalments).

- (c) Re-qualification period - An employee shall not be entitled to a further period of parental leave make up pay unless the employee has returned to work for the council for at least 3 months since their previous period of parental leave.

(iv) Employee's right to choose

- (a) An employee who satisfies the eligibility criteria for paid maternity leave or paid special maternity leave under Clause 19F, Paid Maternity Leave, of the Local Government (State) Award 2007, may elect to receive paid maternity leave and / or paid special maternity leave in accordance with the provisions of the Local Government (State) Award 2007 in lieu of the entitlement to parental leave make-up pay under this Award, provided that the re-qualification period in subclause (iii) above shall apply.
- (b) This subclause shall not apply where another employee of council receives parental leave make-up pay in connection with the pregnancy or birth of the child.

H. CONCURRENT PARENTAL LEAVE

An employee, other than a casual, who is a supporting parent shall be entitled to up to 10 days paid concurrent parental leave from their accrued sick leave balance at the time their partner gives birth to a child or at the time the employee adopts a child provided that the employee has had 12 months continuous service with council immediately prior to the commencement of their concurrent parental leave.

I. ADOPTION LEAVE**(i) Eligibility**

This clause applies to an employee who is entitled to adoption-related leave under the *Fair Work Act 2009* (Cth).

(ii) Pre-adoption Leave

(a) An employee, other than a casual, who is entitled to unpaid pre-adoption leave under the *Fair Work Act 2009* (Cth) is entitled to up to 2 days paid pre-adoption leave at ordinary pay for the period of such leave.

(b) An employee who is entitled to a period of paid pre-adoption leave is entitled to take the leave as:

- (1) single continuous period of up to 2 days; or
- (2) any separate periods to which the employee and council agree.

(iii) Adoption Leave

(a) An employee, other than a casual, who has or will have primary responsibility for the care of an adopted child is entitled to up to 4 weeks paid adoption leave at ordinary pay from the date the child is placed with the employee for adoption.

(b) Paid adoption leave must not extend beyond 4 weeks of the date of placement of the child.

(c) This subclause shall not apply where an employee of council receives parental leave make-up pay in connection with the adoption of the child.

J. OTHER PAID LEAVE**(i) Jury Service Leave**

An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the council an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service. An employee shall notify the council as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give council proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

(ii) Union Training Leave

A council shall agree to release employees to attend an accredited trade union training course with pay and such agreement shall not unreasonably be withheld.

(iii) Union Conference Leave

Accredited delegates to the union's annual conferences shall be granted paid leave for the duration of the conference provided that the council's operational requirements are met and the union notifies council of the accredited delegates nominated to attend the conference at least one month prior to the commencement of the conference.

K. Bereavement leave

- (i) Where an employee, other than a casual, is absent from duty because of the death of a person in accordance with paragraphs (a)-(e) below and provides satisfactory evidence to council of such, the employee shall be granted four days leave with pay upon application. Persons in respect of whom bereavement leave may be claimed shall include:
- (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (1) 'relative' means a person related by blood, marriage or affinity;
 - (2) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (3) 'household' means a family group living in the same domestic dwelling.
- (ii) Bereavement Entitlements for Casual Employees
- (a) Subject to providing satisfactory evidence to the council, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause (i) paragraphs (a)-(e) of Clause 20, Part K, Bereavement Leave.
 - (b) Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 96 hours (i.e. four days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the council to engage or not engage a casual employee are otherwise not affected.

L. LEAVE WITHOUT PAY

- (i) Periods of leave without pay, shall be taken at a time mutually convenient to council and the employee, and shall not be regarded as service for the purpose of computing long service leave, sick leave, annual leave or an employee's entitlement to parental leave make-up pay. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.
- (ii) An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

21. Flexibility for Work and Family Responsibilities

- (i) A council and an employee, other than a casual, may agree on flexible work and leave arrangements to enable the employee to attend to work and family responsibilities. A council shall not unreasonably withhold agreement to flexible work and leave arrangements, provided its operational needs are met.
- (ii) Flexible work and leave arrangements include but are not limited to:
 - (a) make up time;
 - (b) flexi time;
 - (c) time in lieu;
 - (d) leave without pay;
 - (e) annual leave;
 - (f) part-time work;
 - (g) job share arrangements;
 - (h) variations to ordinary hours and rosters;
 - (i) purchased additional annual leave arrangements; and
 - (j) arrangements to accommodate breastfeeding women.
- (iii) The terms of a flexible work and leave arrangement shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either party.

22. Phased Retirement

- (i) In recognition of the ageing workforce in local government and the need to retain skills and experience within the industry, councils are encouraged to develop and promote flexible work and leave arrangements to enable their employees to better manage their transition into retirement.
- (ii) Examples of flexible work and leave arrangements include:
 - (a) Part-time work;
 - (b) Flexi time;
 - (c) Leave without pay;
 - (d) Job sharing arrangements;
 - (e) Variations to ordinary hours and rosters;
 - (f) Job redesign; and
 - (g) Purchased additional annual leave arrangements.
- (iii) The terms of a flexible work and leave arrangements shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either council or the employee.

23. Part-Time Employment

- (i) A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with Clause 17, Hours of Work of this Award.
- (ii) Prior to commencing part-time work the council and the employee shall agree upon the conditions under which the work is to be performed including:
 - (a) The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.
 - (b) The nature of the work to be performed.
 - (c) The rate of pay as paid in accordance with this Award
- (iii) The conditions may also stipulate the period of part-time employment.
- (iv) The conditions may be varied by consent.
- (v) The conditions or any variation to them must be in writing and retained by the council. A copy of the conditions and any variations to them must be provided to the employee by the council.
- (vi)
 - (a) Where it is proposed to alter a full-time position to become a part-time position such proposal shall be referred to the consultative committee for information.
 - (b) In such cases council and the employee shall agree upon the conditions, if any, of return to full-time work.
- (vii) A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 17, Hours of Work of this Award, the provisions of Clause 18, Overtime, shall apply.
- (viii) Part-time employees shall receive all conditions prescribed by the Award on a pro-rata basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- (ix) Where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.
- (x) A change to full-time employment from part-time employment or to part-time employment from full-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

24. Casual Employment

- (i) A casual employee shall mean an employee engaged on a day to day basis.
- (ii) A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with Clause 17, Hours of Work.
- (iii) Casual employees who work on Saturday and/or Sunday are entitled to penalty rates prescribed by clause 17B. The penalties are calculated on the ordinary hourly rate.
- (iv) Casual employees who work outside the relevant spread of hours identified at clause 17C(i) and (ii) are entitled to a shift penalty. The penalty is calculated on the ordinary hourly rate.

- (v) Subject to clause 18A (viii), a casual employee will not be offered to work overtime in a position held by a permanent employee of council, if such permanent employee is available to work that overtime. Overtime shall be paid where a casual employee works outside the ordinary hours for that position. In cases where there are no ordinary hours for the position, overtime shall be paid for the hours worked in excess of those prescribed in Clause 17, Hours of Work.
- (vi) In addition to the amounts prescribed by subclause (ii) of this clause, a twenty-five percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave and severance pay, except for paid parental leave prescribed by the Award. Casual loading is not payable on overtime.
- (vii) Casual employees engaged on a regular and systematic basis shall:
 - (a) Have access to annual assessment under council's salary system.
 - (b) Have their service as a casual counted as service for the purpose of calculating long service leave where the service as a casual employee is continuous with their appointment to a permanent position on council's structure. In calculating the long service leave entitlement in such cases there shall be a deduction of the long service leave accrued whilst the employee was employed as a casual.
- (viii) A casual employee shall not replace an employee of council on a permanent basis.
- (ix) Carer's entitlements shall be available for casual employees as set out in subclause (vii) of Clause 20, Part B of this Award.
- (x) Bereavement entitlements shall be available for casual employees as set out in subclause (ii) of Clause 20, Part K of this Award.

25. Job Share Employment

- (i) Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- (ii)
 - (a) Job sharing shall be entered into by agreement between the council and the employees concerned.
 - (b) Such agreement shall be referred to the consultative committee for information.
- (iii) Council and the job sharers shall agree on the allocation of work between job sharers.
- (iv)
 - (a) The ordinary hours of work of the position shall be fixed in accordance with Clause 17, Hours of Work of this Award.
 - (b) The job sharers in conjunction with council shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.
- (v)
 - (a) In the absence of a job sharer the remaining job sharer(s) may be required by council to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.
 - (b) In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.

- (vi) A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 17, Hours of Work of this Award the provisions of Clause 18, Overtime, shall apply.
- (vii) Council must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.
- (viii)
 - (a) Job sharers shall have access to all provisions of this Award including training and development.
 - (b) Job sharers shall receive pro-rata pay and conditions in proportion to the ordinary hours worked by each job sharer.
 - (c) An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
 - (d) A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
- (ix) In the event of a job sharer vacating the position council shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.
- (x) The terms of a job share arrangement or any variation to it must be in writing. A copy of the arrangement and any variation to it must be provided to the job sharer(s) by the council.

26. Junior and Trainee Employment

A. GENERAL

- (i) The rates of pay specified in Band 1 / Level 1 are actual not minimum rates.
- (ii) Employees engaged at the T3 rate of pay or above may be required to possess a Provisional or Class C Drivers Licence.

B. JUNIOR EMPLOYMENT

- (i) The rates of pay as provided in Band 1 / Level 1 are payable to juniors (15-18 years old).
- (ii) A junior employee shall be appointed to Band 1 / Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.
- (iii) Progression along the scale is automatic up to and inclusive of T4, according to the employee's age.

C. TRAINEE EMPLOYMENT AND APPRENTICESHIPS

- (i) The rate of pay as provided for in Band 1 / Level 1 are payable to employees undertaking entry level training.
- (ii) An employee shall be appointed to Band 1 / Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.
- (iii) Progression along the scale is not automatic, but is subject to successful completion of appropriate training modules and satisfactory service.

- (iv) Upon successful completion of entry level training, the employee shall proceed to the appropriate band and level in the structure, if the employment is to be continued beyond the training period.
- (v) In addition to the vocational training direction, the council shall provide an apprentice with the conditions of the apprenticeship in writing and these conditions shall include:
 - (a) the term of the apprenticeship;
 - (b) the course of studies to be undertaken by the apprentice;
 - (c) the course of on the job training to be undertaken by the apprentice.

D. SCHOOL BASED APPRENTICES

- (i) The object of Part D of this clause is to assist persons who are undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.
- (ii) The hourly rates for school based apprentices for total hours worked including time deemed to be spent in off-the-job training shall be calculated by dividing the applicable weekly rate for full time apprentices as set out in Band 1 / Level 1 by 38 or 35 in accordance with Clause 17, Hours of Work.
- (iii) For the purpose of subclause (ii), where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
- (iv) School based apprentices progress through the rates of pay set out in Band 1 / Level 1 subject to successful completion of appropriate training modules and satisfactory service.
- (v) Except as provided by this Award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment.

E. GOVERNMENT FUNDED TRAINEESHIPS

- (i)
 - (a) The objective of Part E of this clause is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees.
 - (b) The system is neither designed nor intended for those who are already trained and job ready.
 - (c) Nothing in this subclause shall be taken to replace the prescription of training requirements for all other employees bound by this Award.
- (ii) Except as in hereinafter provided, all other terms and conditions of this Award shall apply.
- (iii)
 - (a) This subclause shall apply to trainees engaged to undertake a traineeship which is a system of training approved by the relevant state training authority. The trainee and the council shall be bound by a training agreement made in accordance with this Award and shall not operate unless this condition is met.

- (b) A traineeship shall not commence until the relevant Traineeship Agreement has been registered with the relevant State Training Authority.
- (iv) The council shall ensure that the trainee is permitted to attend the training course or program provided for in the Traineeship Agreement and shall ensure that the trainee receives the appropriate on-the-job training in accordance with the Traineeship Agreement.
- (v) The council shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.
- (vi) Training shall be directed at:
 - (a) the achievement of key competencies required for successful participation in the workplace and / or
 - (b) the achievement of competencies required for successful participation in an industry.
- (vii) Until consultation and negotiations with the relevant industry union(s) upon the terms of the proposed Traineeship Scheme and the Traineeship has occurred a Traineeship Scheme shall not be given approval. An application for approval of a Traineeship Scheme shall identify the relevant industry union(s) and demonstrate to the satisfaction of the approving authority that the abovementioned consultation and negotiations have occurred.
- (viii) Part E of this clause does not apply to apprentices.
- (ix) Any existing employment arrangements for the Australian Traineeship System (ATS) or the Career Start Traineeship (CST) shall not apply to any council bound by this Award, except in relation to ATS or CST trainees who commenced a traineeship with the council before the council was bound by this Award.
- (x)
 - (a) Trainees shall not displace existing employees from employment.
 - (b) Trainees shall only be engaged in addition to existing staff positions and employment levels.
 - (c) The provisions of subclause (b) above do not apply to the engagement of Indigenous trainees and trainees paid at Band 1 / Level 1 of the Award. This subclause shall not be used to reduce the core number of employees at a council.
- (xi) A trainee shall be engaged on a full time basis for the period of at least twelve months. By agreement in writing, and with the consent of the relevant State Training Authority, the relevant council and the trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship Scheme. This clause shall not restrict a council's ability to engage a trainee under a school-based traineeship.
- (xii)
 - (a) Council shall not terminate the trainee's service without providing written notice of termination in accordance with the training agreement and subsequently to the relevant State Training Authority as appropriate.
 - (b) Where the council chooses not to continue the employment of a trainee upon the completion of the traineeship, it shall notify the relevant state training authority as appropriate, of its decision.

- (xiii) A trainee who fails to complete the traineeship or who cannot for any reason be placed in full-time employment with the council on the successful completion of the traineeship, shall not be entitled to any severance payments payable pursuant to termination, change or redundancy provisions or provisions similar thereto.
- (xiv) The trainee shall be permitted to be absent from work without loss of continuity of employment and / or wages to attend the training in accordance with the Traineeship Agreement.
- (xv) Where the employment of a trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service with the council for the purposes of this Award or any other legislative entitlements.
- (xvi) Wages:
 - (a) The weekly amount of pay payable to trainees shall be as provided in Table 1 of Part B, Traineeship Rates, of this Award.
 - (b) The trainee wage rates contained in this Award are minimum rates and shall only apply to trainees while they are undertaking an approved traineeship which includes approved training as prescribed above.

27. Training and Development

- (i) The parties to this Award recognise that increasing the efficiency and productivity of the industry requires an ongoing commitment to education, training and skill maintenance, development and enhancement. Accordingly, the parties commit themselves to:
 - (a) developing a more highly skilled and flexible workforce
 - (b) providing employees with opportunities through appropriate education and training to acquire additional skills and
 - (c) removing barriers to the utilisation of skills in accordance with councils' training plans.
- (ii) All employees shall have reasonable and equitable access to education and training, such education and training shall:
 - (a) be consistent with the council's training plan
 - (b) enable employees to acquire the range of skills they are required to apply in their positions
 - (c) enhance employees' opportunities for mobility through councils' organisation structures, through participation in councils' training plans.
- (iii) Training Plan and Budget
 - (a) Council shall develop a training plan and budget consistent with:
 - (1) the current and future skill requirements of the council.
 - (2) the size, structure and nature of the operations of the council.
 - (3) the need to develop vocational skills relevant to council and the Local Government industry.
 - (b) In developing the training plan, the council shall have regard to corporate, departmental and individual training needs.
 - (c) The training plan shall be designed in consultation with the consultative committee.

- (d) The training plan shall, where appropriate, provide for training that is consistent with the National Local Government Competency Standards.
 - (e) The training plan, shall provide for the assessment and recognition of employee's current competencies where possible.
 - (f) Selection of participants to receive council required training in accordance with council's training plan is to be based on merit and the needs of the employee as identified in the employee's performance appraisal.
- (iv) If an employee is required by council to undertake training in accordance with the council's training plan:
- (a) the council shall grant the employee paid leave to attend course requirements, including examinations, where the training is undertaken during ordinary working hours;
 - (b) where the course requirements contain more than a 15% off-the-job component calculated over any 12 month period the extent to which council will grant paid leave to attend such course requirements shall be specified in the training plan;
 - (c) council shall pay course fees at the commencement of each stage but shall not pay course fees if the employee is repeating;
 - (d) council shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements;
 - (e) reasonable travel arrangements shall be agreed; and
 - (f) where an employee is required to complete major assignment(s) council and the employee shall agree upon appropriate flexible work and study arrangements as are practicable.
- (v) Council may grant an employee undertaking a course consistent with council's training plan, although not at council's requirement, leave with pay or leave without pay to attend course requirements provided that the employee gives reasonable notice of such requirements. Where the employee is not granted such leave council shall give preference in granting annual leave or other accrued leave to attend course requirements provided that the employee gives reasonable notice of such requirements. Council may pay course fees at its discretion.
- (vi) Development of a Competency Based Training System.
- (a) The parties to the Award are committed to the development of a competency based system of vocational education and training for local government. Such a system involves the delivery, assessment and certification of training being related to the identification and demonstrated attainment of the knowledge, skills and their application required for effective performance in work at the required level, as defined in industry endorsed competency standards.
 - (b) The parties shall continue to participate in the development of a competency based training system to ensure that the following are achieved:
 - (1) that competency standards developed provide the specification of the knowledge and skill and the application of that knowledge and skill to the standards of performance required in employment;
 - (2) that competency standards are reviewed in a systematic manner to ensure that they remain relevant to the actual needs of the industry;
 - (3) that accredited courses and training programs deliver the required competencies and to ensure that assessment processes measure an employee's competency against prescribed

standards of performance. These processes involve recognition of prior learning and assessment mechanisms;

- (4) that certification provides employees with formal recognition of the competencies they have achieved and demonstrated.

28. Consultative Committees

A. AIM

The parties to the Award are committed to consultative and participative processes. There shall be a consultative committee at each council which shall:

- (i) provide a forum for consultation between council and its employees;
- (ii) positively co-operate in workplace reform to enhance the efficiency and productivity of the council and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.

B. SIZE AND COMPOSITION

- (i) The size and composition of the consultative committee shall be representative of council's workforce and agreed to by council and the local representatives from the following unions: USU; depa and the LGEA and such agreement shall not be unreasonably withheld.
- (ii) The consultative committee shall include but not be limited to employee representatives of each of the unions who have members employed at council.
- (iii) Officers of the union(s) or Association(s) may attend and provide input to meetings of the consultative committee, at the invitation of the consultative committee or their respective members.

C. SCOPE OF CONSULTATIVE COMMITTEES

- (i) The functions of the consultative committee shall include:
 - (a) Award implementation
 - (b) training
 - (c) consultation with regard to organisation restructure
 - (d) job redesign
 - (e) salary systems
 - (f) communication and education mechanisms
 - (g) performance management systems
 - (h) changes to variable working hours arrangements for new or vacant positions
 - (i) local government reform
 - (j) proposed variations to leaseback vehicle arrangements.
- (ii) The consultative committee shall not consider matters which are being or should be processed in accordance with Award clause 31 Grievance and Disputes Procedures.

D. MEETINGS AND SUPPORT SERVICES

- (i) The consultative committee will make recommendations based upon consensus. Where there is no consensus on a particular item, the recommendation to council should note the dissenting views.
- (ii) The consultative committee shall meet as required.

29. Appointment and Promotion

- (i) Where an internal applicant has applied for a new or vacant position and their application is unsuccessful, the employee may:
 - (a) request in writing the reasons as to why they were not appointed; and
 - (b) upon such request council shall provide the reasons in writing.

30. Term Contracts

- (i) A council may only employ a person on a term contract of employment in the following situations:
 - (a) for the life of a specific task or project that has a definable work activity, or
 - (b) to perform the duties associated with an externally funded position where the length of the employment depends on the length of the funding, or
 - (c) to perform the duties associated with a vacant position until the vacant position is filled on a permanent basis, provided that the duration is not longer than is reasonably necessary to undertake recruitment for the vacant position, or
 - (d) to temporarily replace an employee that is on approved leave, secondment, workers compensation or acting in a different position, or
 - (e) to undertake training and work as part of an apprenticeship, traineeship or student work experience program in conjunction with an education institution, or
 - (f) to trial a new work area, provided that the duration is not longer than is reasonably necessary to trial the new work area, or
 - (g) to perform the duties associated with a vacant position during the intervening period between when a council has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on the employment in the vacant position and the date that the changes are implemented;
 - (h) to accommodate time limitations imposed by law or sought by the employee (e.g. visa restrictions).
- (ii) Notwithstanding the above, all term contracts of employment entered into prior to 1 November 2010 may continue until the expiry of their fixed or maximum term.

31. Grievance and Dispute Procedures

- (i) At any stage of the procedure, the employee(s) may be represented by their union or its local representative/delegate and the council represented by the Association.
- (ii) The union delegate shall have reasonable time, without loss of pay, to discuss a grievance or dispute with management at the local level where prior approval is sought. Such approval shall not be unreasonably withheld.

- (iii) A grievance or dispute shall be dealt with as follows:
- (a) The employee(s) shall notify the supervisor, or other authorised officers of any grievance or dispute and the remedy sought, in writing.
 - (b) A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
 - (c) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.
 - (d) If the matter remains unresolved the general manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
 - (e) Where the matter remains unresolved, it may be referred to the employee's union or representative and by the general manager or other authorised officer to the Association for further discussion between the parties.
- (iv) The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- (v) During this procedure and while the matter is in the course of negotiation, conciliation and / or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

32. Disciplinary Procedures

A. EMPLOYEE'S RIGHTS

Notwithstanding the procedures below, an employee shall:

- (i) Have access to their personal files and may take notes and / or obtain copies of the contents of the file.
- (ii) Be entitled to sight, note and / or respond to any information placed on their personal file which may be regarded as adverse.
- (iii) Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file which the employee believes is incorrect, out-of-date, incomplete or misleading.
- (iv) Be entitled to request the presence of a union representative and / or the involvement of their union at any stage.
- (v) Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

B. EMPLOYER'S RIGHTS AND OBLIGATIONS

Notwithstanding the procedures contained below, a council shall:

- (i) Be entitled to suspend an employee with or without pay during the investigation process provided that:
 - (a) suspension without pay during an investigation shall be for a period of not more than two weeks, except where the progress of the investigation is delayed due to the unavailability of the employee and/or their representative in which case the period of suspension without pay may be extended for a further period of up to 7 days or such greater period by agreement.

- (b) If, after investigation, the reasons for the suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.
- (c) The suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements.
- (d) Council shall not unreasonably refuse an application for paid leave under this provision.
- (e) By agreement an employee may be transferred to another position or place of work.
- (ii) Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct.
- (iii) Be entitled to take other disciplinary action before and / or during the procedures in cases of misconduct or where the employee's performance warrants such action.
- (iv) In appropriate circumstances be entitled to terminate an employee's services in accordance with Clause 34, Termination of Employment of this Award.
- (v) Be entitled to request the presence of a union representative at any stage.

C. PROCEDURES

- (i) Where an employee's work performance or conduct is considered unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer of council.
- (ii) Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (iii) Where there is re-occurrence of unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the appropriate officer of council and counselled. Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (iv) If the employee's unsatisfactory work performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.
- (v) If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.
- (vi) All formal warnings shall be in writing.
- (vii) Delegates shall be provided reasonable time without loss of pay, to represent members in disciplinary matters at the local level, provided prior approval is sought. Such approval shall not be unreasonably withheld.

D. PENALTIES

After complying with the requirements above, council may:

- (i) Demote the employee to a lower paid position, provided that the employee shall not suffer a reduction in the rate of pay for 2 weeks from the date of the demotion.
- (ii) Suspend an employee without pay from work for a specified period of time.
- (iii) Terminate the employment of the employee.

33. Occupational Health and Safety**A. OBJECTIVE**

Council shall provide a safe place of work and work practices in accordance with the provisions of the Occupational Health and Safety Act.

B. ACCOMMODATION AND SHELTER

Council shall make appropriate provision for employees with regard to accommodation and shelter and shall satisfy the provisions of the Occupational Health and Safety Act and Regulations.

C. SPECIFIC PROVISIONS

- (i) Council shall supply employees with protective clothing and equipment suitable to the nature of the work performed and the work environment and that shall satisfy the relevant legislation.
- (ii) All new graders, loaders, backhoes, trucks and rollers shall be fitted with air conditioning where practicable.
- (iii) Vehicles and plant used in the collection, transportation and disposal of waste, tar patching, patrol grading or like duties shall be of high visibility and fitted with a flashing light or a light visible from all points around the vehicle.
- (iv) The employer shall provide oil or other suitable solvents to employees for the removal of creosote, tar, bitumen emulsions or similar preparations.
- (v) Where any acidic or caustic products are used by employees, adequate facilities shall be provided to enable them to wash any affected areas and an adequate quantity of barrier cream shall be provided.
- (vi) Employees shall be supplied with sufficient cool water containers to ensure that adequate clean, cool drinking water is available throughout the day.
- (vii) No employee shall be required to work alone outside of built-up areas without all available communications to allow continuous contact in all conditions.
- (viii) Where an employee during the course of work, sustains damage to clothing by fire, molten metal, tar or any corrosive substances which is not attributable to the employee's negligence, the employee shall be compensated by council to an agreed amount.
- (ix) In the case of extreme and unusual weather conditions which could be assessed as hazardous council will review and conduct a risk assessment to determine what action, if any, needs to be put in place to minimise unnecessary exposure and risks to its employees during such unusual occurrences.

D. Labour Hire and Contract Businesses

- (i) For the purposes of this subclause, the following definitions shall apply:
- (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 a council for the purpose of such staff performing work or services for that other council.
 - (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 a council to provide a specified service or services or to produce a specific outcome or result for that council which might otherwise have been carried out by that council's own employees.
- (ii) Any Council which engages a labour hire business and/or a contract business to perform work wholly or partially on the Council's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (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 their own employees; and
 - (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.
- (iii) Nothing in this subclause D is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (iv) Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this Award.
- (v) 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 ANTA Ministerial Council.

34. Termination of Employment

- (i)
- (a) An employee in Operational Band 1 or the Administrative/Technical Trades Band 2 shall give to council 2 weeks notice of their intention to terminate their employment.
 - (b) The notice of intention to terminate for an employee in Professional/Specialist Band 3 or Executive Band 4 of the Award shall be the same as that required of an employer in subclause (iv) of this clause.

If no such notice is provided, council shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this Award.

- (ii) A council and an employee may agree to a shorter period of notice for the purpose of this subclause.
- (iii) In cases of serious misconduct, a council may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, subclause (iv) shall not apply.
- (iv) The council shall give to an employee a period of notice of termination in accordance with the following scale or by payment in lieu thereof:

Employee's Period of Continuous Service	Period of Notice
Less than 2 years	At least 2 weeks
2 years and less than 3 years	At least 3 weeks
3 years and less than 5 years	At least 4 weeks
5 years and beyond	At least 5 weeks

- (v) The provision of this clause shall be read subject to the provisions of Clause 35, Workplace Change and Redundancy, of this Award.

35. Workplace Change and Redundancy

- (i) Council's Duty to Notify
 - (a) Where a council has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on employees, the council shall notify the employees who may be affected by the proposed changes and the unions to which they belong.
 - (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the council's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Award makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- (ii) Council's Duty to Discuss Change
 - (a) Council shall discuss with the employee(s) affected and the union to which they belong, inter alia, the introduction of the changes referred to in sub-clauses (i)(a) and (b) of this clause, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and shall give prompt consideration to matters raised by the employee(s) and / or their union in relation to the changes and may reconsider its original decision.
 - (b) The discussion shall commence as early as practicable after a definite decision has been made by the council to make the changes referred to in subclause (i)(a) and (b) of this clause.
 - (c) For the purposes of the discussion, the council shall provide to the employee(s) concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).
- (iii) Discussion Before Termination
 - (a) Where a council has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subclause (i)(a) and (b) of this clause and that decision

may lead to the termination of employment, the council shall hold discussions with the employee directly effected and with the union to which they belong.

- (b) The discussion shall take place as soon as it is practicable after the council has made a definite decision which shall invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned. Measures to mitigate the adverse effect on employees may include consideration of re-training opportunities, redeployment, recruitment advice, the payment of relocation allowances, provision of additional notice, access to an employee assistance program, financial advice and such other assistance as may be reasonably available.
- (c) For the purposes of the discussion, the council shall, as soon as practicable, provide to the employee(s) concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that the council shall not be required to disclose confidential information the disclosure of which would adversely affect the council.

(iv) Notice to Centrelink

Where a decision has been made to terminate employees, the council shall notify Centrelink as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(v) Notice of Termination

- (a) Five weeks notice to terminate or pay in lieu thereof shall be given.
- (b) Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:
- (1) Three (3) months notice of termination or
 - (2) Payment in lieu of the notice in paragraph 1 above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - (3) Notice or payment of notice under this paragraph shall be deemed to be service with the council for the purposes of calculating leave entitlements under this Award.

(vi) Redundancy

- (a) This subclause shall apply where an employee is terminated due to redundancy. A council shall be exempt from the operation of this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within the council's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.
- (b) In addition to any required period of notice, and subject to subclause (v) of this Clause, the employee shall be entitled to severance pay as follows:

Completed Years of Service With Council	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	9 weeks pay
3 years and less than 4 years	13 weeks pay
4 years and less than 5 years	16 weeks pay
5 years and less than 6 years	19 weeks pay

6 years and less than 7 years	22 weeks pay
7 years and less than 8 years	25 weeks pay
8 years and less than 9 years	28 weeks pay
9 years and less than 10 years	31 weeks pay
10 years and thereafter	34 weeks pay

- (vii) An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they had remained in the council's employment until the expiry of the notice period.
- (viii) During a period of notice of termination given by the council, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by the council the employee shall provide proof of attendance at an interview.
- (ix) A redundant employee shall be entitled to the payment of a job search allowance of up to \$2,000 to meet expenses associated with seeking other employment subject to proof of expenditure or on production of an invoice, and/or other appropriate documentation. The employee's entitlement to claim the job search allowance is limited to a period of up to 12 months from their termination of service with the council or until the employee secures alternative employment, whichever is the sooner.
- (x) If the employee agrees to be redeployed by council into a lower paid position, the employee's existing salary and conditions shall be maintained for a period equivalent to the amount of notice and severance pay that the employee would be entitled to under this Award. Provided that should the employee resign during the period of salary maintenance, as provided for by this subclause, the balance of any notice and severance pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.
- (xi) The council shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- (xii) The council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.
- (xiii) In the event that council determines that a position is redundant, council where practicable, shall firstly offer such redundancy on a voluntary basis.
- (xiv) Nothing in this Award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the industry unions and the councils bound by this Award.
- (xv) Subject to an application by the council and further order of the Industrial Relations Commission of New South Wales, a council may pay a lesser amount (or no amount) of severance pay than that contained in subclause (vi) above if the council obtains acceptable alternative employment for an employee.
- (xvi) Nothing in this clause shall restrict an employee with ten years service or more and council from agreeing to further severance payments.

36. Competitive Tendering

- (i) Competitive tendering is the calling of tenders by council for the provision of service(s) that are currently being performed by council employees where council's in-house service unit submits a bid as well as external contractors. Council then makes its decision based on the tender bids about who will provide the service.

- (ii) Prior to making a decision to competitively tender a service, council shall notify and consult with the relevant union(s) which have members likely to be affected by the decision.
- (iii)
 - (a) Where a council makes a definite decision to competitively tender a service council shall notify the employees who may be affected by the proposed tender of such services and the union(s) to which they belong.
 - (b) Council shall discuss the competitive tendering process with the affected employee(s) and union(s) and give prompt consideration to matters raised by employee(s) and the union(s) to which they belong.
 - (c) Discussions between council and the affected employee(s) and relevant union(s) shall commence as early as practicable after a definite decision has been made to competitively tender a service.
 - (d) For the purposes of the discussion council shall provide to the employee(s) and the union(s) to which they belong, all relevant information about the tendering process including the nature of the service to be tendered, the proposed timetable for the tender of the service, the expected effects upon employee(s), a process for the formulation of an in-house bid and any other matters likely to affect the employee(s).
- (iv) Where a contract is won by an in-house bid, an agreement stating the duration and other relevant terms shall be entered into.

37. Council Agreements

- (i) The parties agree to review operations at the council level on an ongoing basis with a view to providing enhanced flexibility and efficiency and to meet the particular working needs of the council and its employees.
- (ii) The terms of any agreement reached between the parties shall substitute for the provisions of the Award provided that:
 - (a) the extent of the agreement shall be limited to the Award's Clause 9, Performance Evaluation and Reward; Clause 11, Payment of Employees; Clause 14 subclauses (x) and (xi), Travelling and Camping Allowances; Clause 17, Hours of Work; Clause 18, Overtime, Clause 19, Holidays; Clause 23, Part time Employment; and Clause 25, Job Share Employment.
 - (b) the agreement does not provide less than the entry level rates of pay;
 - (c) the agreement is consistent with the *Industrial Relations Act 1996* (NSW) and current wage fixing principles; and
 - (d) the agreement shall be processed in accordance with subclause (iii) of this clause. Provided further that, where the agreement proposes to vary award provisions other than those nominated in paragraph (a) above, the agreement shall be processed in accordance with the Enterprise Arrangement Principle.
- (iii) A Council Agreement shall be processed as follows:
 - (a) the unions shall be notified prior to the commencement of negotiations;
 - (b) the agreement has been genuinely arrived at by negotiation without compulsion;
 - (c) the agreement shall be committed to writing and shall include a date of operation and a date of expiration;

- (d) the council and the appropriate union(s) shall sign the agreement and a copy sent to the Association;
- (e) Any party to a Council Agreement may at any stage during the above process refer the matter to the Industrial Relations Commission of NSW.

38. Award Implementation Committee

- (i) The Award Implementation Committee (AIC) is established to facilitate a co-operative approach to award implementation.
- (ii) The Committee Shall be Comprised of the Following Representatives:
 - Two representatives from each of the Local Government and Shires Associations of New South Wales
 - One representative from the USU
 - One representative from depa
 - One representative from the LGEA.
- (iii) The purpose of AIC is to assist councils to implement the provisions of the Award and / or to provide a forum for the discussion of issues that are of industry wide significance.
- (iv) The committee will resolve problems and disputes which have been unable to be resolved at the local council level.
- (v) It is open to employees through their unions and councils through their Association to raise issues with the committee.
- (vi) A dispute may be referred to the Industrial Relations Commission of NSW in accordance with Clause 31, Grievance and Dispute Procedure, of this Award regardless of whether the matter is eligible for discussion before AIC.

39. Savings and Transitional

- (i) Council must ensure that employees engaged on incremental scales on or before 8 June 1992, continue to be paid in accordance with the incremental scales as adjusted. This subclause does not apply in the following circumstances:
 - (a) if council has an operative training plan which is sufficient to allow progression at least equal to that under the previous incremental scales;
 - (b) if an employee chooses not to undertake training consistent with a council's training plan; and
 - (c) if the incremental scale provides a rate of pay less than the Award entry level rate of pay.
- (ii)
 - (a) No employee shall receive a reduction in pay as a result of the implementation of this Award or transfer to a council salary system.
 - (b) Unless otherwise agreed, employees, including seasonal workers, who are in regular receipt of penalty rates and / or shift penalties, aggregate rates of pay or other arrangements that compensate for hours of work shall either continue to receive such benefits or the payments prescribed by clause 16, whichever is the higher.
 - (c) The provisions in subclause (ii)(b) shall apply where Council and Enterprise Agreements are terminated.

- (d) The provisions in subclause (ii)(b) shall apply in addition to the Award increases prescribed by clause 41.
- (iii) Where employees, employed in areas where the council's office is situated upon or to the west of a line starting from a point on the right bank of the Murray River opposite Swan Hill (Victoria), thence by straight lines passing through the following towns or localities in the order stated, viz: Conargo, Argoon, Hay, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Narrabri, Moree, Warialda, Ashford and Bonshaw; at the time of making this Award had an entitlement to receive one week's leave of absence with pay in addition to the four weeks annual leave provided by this Award, the employee shall retain this entitlement whilst still employed by the council at which they were working at the time of the making this Award.
- (iv)
- (a) West of the Line Allowance
- Where employees of the undermentioned council areas and those councils situated to the west thereof at the time of making this Award were paid at the rate per week as set out in Table 2 of Part B in addition to their rate of pay, those employees shall retain this entitlement whilst they continue to be employed by the council at which they were working, at the time of the making of this Award; Moree Plains, Walgett, Narrabri, Coonamble, Warren, Lachlan, Carrathool, Leeton, Murrumbidgee, Windouran, Murray and Griffith.
- (b) Climatic Allowance
- Where employees working within the area bounded by the Shires of Snowy River, Tumut and Tumbarumba at the time of the making of this Award, were paid per week as set out in Table 2 of Part B or part thereof, those employees shall retain this entitlement whilst still employed by the council at which they were working, at the time of the making of this Award.
- (c) In addition to what is provided in paragraphs (a) and (b) of this subclause, the allowances shall be paid to those employees during periods of absence on paid sick leave, public holidays and annual leave, but not otherwise.
- (v) Where an employee prior to 11 May 1995, had an entitlement to transfer accumulated sick leave from one council to another council in New South Wales, under the Local Government Senior Officers' Award the employee shall retain this entitlement.
- (vi) The implementation of this Award shall not result in the removal of any existing arrangement for an additional payment made by council for the payment of wages, excepting when such payment relates to FID.
- (vii) Where an on call employee has been paid a minimum payment for a public holiday on a regular basis, such arrangements shall continue, unless otherwise agreed.
- (viii) Where a casual employee engaged in a position on a regular and systematic basis has been paid casual loading on overtime prior to 1 November 2007, such arrangements shall continue while such employee is engaged in that position, unless otherwise agreed.

40. Leave Reserved

- (i) Leave is reserved for the parties to the Award to apply to vary tool allowances as set out in Clause 13(v)(a) and compensation of tools as set out in Clause 14(v)(d) of this Award in line with the Crown Employees (Skilled Trades) Award.
- (ii) Following any adjustment to the federal Local Government Industry Award 2010, leave is reserved for the parties to apply to amend the vehicle allowances as set out in clause 14(ix) of this Award to reflect such adjustment. The relevant adjustment factor for this purpose is the percentage movement in the

index figure published by the Australian Bureau of Statistics for Eight Capitals, private motoring sub-group (Cat No 6401.0).

- (iii) Following any adjustment to the federal Local Government Industry Award 2010, leave is reserved for the parties to apply to amend the meal allowance set out in clause 14(xiii) to reflect such adjustment. The relevant adjustment factor for this purpose is the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, take away and fast foods sub-group (Cat No 6401.0).
- (iv) Leave is reserved for the parties to the Award to apply to vary the traineeship wage rates in Clause 26E(xvi) in accordance with the pay scales derived from the federal Local Government Industry Award 2010.
- (v) Leave is reserved for the parties to the Award to apply to vary Clause 26, Junior and Trainee Employment, to reflect industry training needs.
- (vi) Leave is reserved for the parties to apply to vary the Award consistent with the principles of the Industrial Relations Commission of New South Wales in relation to the accreditation of council employees by the Building Professionals Board.

41. Area, Incidence and Duration

- (i) This Award shall apply to all employees in Local Government within New South Wales, including employees of City of Penrith Regional Indoor Aquatic and Recreation Centre Limited (Ripples) and employees of committees of council established under *the Local Government Act 1993*. The Award does not cover those employees employed by Sydney City Council, Wollongong City Council and County of Yancowinna. And excepting those employees covered by the Local Government (Electricians) State Award, Butchers' Wholesale (Country) Award and Butchers' Wholesale (Newcastle and Northern) Award and Section 332 of the *Local Government Act 1993* and Newcastle City Council employees covered by the Entertainment and Broadcasting Industry Award - Live Theatre and Concert Award 1998.
- (ii) This Award shall rescind and replace the Local Government (State) Award 2007 published 30 November, 2007 (364 I.G. 491) and all variations thereof.
- (iii) This Award shall operate from the commencement of the first pay period on or after the 1 November 2010 and shall remain in force for a period of three years.
- (iv) The Award in column (a) of Table 1 of Part B provides for a 2.6% increase in rates of pay with a minimum payment of \$19.00 per week to operate from the first full pay period to commence on or after 1 November 2010.
- (v) The Award in column (b) of Table 1 of Part B provides for a 2.15% increase in rates of pay with a minimum payment of \$17.00 per week to operate from the first full pay period to commence on or after 1 July 2011.
- (vi) The Award in column (c) of Table 1 of Part B provides for a 3.25% increase in rates of pay with a minimum payment of \$23.00 per week to operate from the first full pay period to commence on or after 1 July 2012.
- (vii) The Award in column (d) of Table 1 of Part B provides for a 3.25% increase in rates of pay with a minimum payment of \$23.00 per week to operate from the first full pay period to commence on or after 1 July 2013.
- (viii) It is the intention of the parties that there shall be a 12 month delay between the 1 July 2013 increase in rates of pay under this Award and the increase in rates of pay under the award to succeed this Award. In agreeing to this award, the parties have undertaken not to pursue increases in rates of pay and existing allowances (other than to increase existing allowances in accordance with the terms of this Award) until

1 July 2014. This subclause shall not prevent the parties from holding discussions in relation to future adjustments to award rates of pay and allowances.

- (ix) The increases in rates of pay provided by this Award shall apply to the rates of pay in council's salary system.
- (x) The increases granted by this Award may be absorbed into enterprise increases granted since 29 May 1991 exceeding any award increases since that date, that is an \$8 safety net adjustment and increases of 6%, 2.5%, 2.5%, 3.5%, 3.25%, 3.25%, 2.7%, 3.3%, 3.25%, 3.25%, 4.0%, 3.5%, 3%, 3.2%, 3.2% and 3.2% provided that the following increases shall not be absorbed:
- (a) placement or progression within the council's salary system;
 - (b) increases in hours of work; and
 - (c) incorporation of penalty rates and shift or other allowances into the employee's rate of pay.
- (xii) In agreeing to increases in rates of pay for the term of this Award, the parties recognise that councils and employees have and shall continue to engage in enterprise bargaining.
- (xiii) Clause 14(xiv) (Civil Liability - Engineering Professionals) shall be effective from the first pay period commencing on or after 15 December 2006.

PART B

MONETARY RATES

Table 1

Clause 6- Rates of Pay

Band/Level	(a) Rate Per Week First Pay Period 01/11/10 \$	(b) Rate Per Week First Pay Period 01/07/11 \$	(c) Rate Per Week First Pay Period 01/07/12 \$	(d) Rate Per Week First Pay Period 01/07/13 \$
Operational Band 1				
Level 1 (Juniors and Trainees)				
T1 at 15 years of age	323.10	330.00	340.70	351.80
T2 at 16 years of age or School Certificate	403.00	411.70	425.10	438.90
T3 at 17 years of age	474.40	484.60	500.30	516.60
T4 at 18 years of age or over or HSC	554.50	566.40	584.80	603.80
T5	634.90	648.60	669.70	691.50
T6	685.60	700.30	723.10	746.60
T7	719.20	734.70	758.60	783.30
T8	754.10	770.30	795.30	821.10
T9	788.70	805.70	831.90	858.90
T10	824.50	842.20	869.60	897.90
Level 2	665.30	682.30	705.30	728.30
Level 3	718.60	735.60	759.50	784.20
Level 4	797.50	814.60	841.10	868.40

Administrative/Technical/Trades Band 2				
Level 1	788.70	805.70	831.90	858.90
Level 2	904.40	923.80	953.80	984.80
Level 3	1082.40	1105.70	1141.60	1178.70
Professional/Specialist Band 3				
Level 1	904.40	923.80	953.80	984.80
Level 2	1082.40	1105.70	1141.60	1178.70
Level 3	1260.50	1287.60	1329.40	1372.60
Level 4	1528.00	1560.90	1611.60	1664.00
Executive Band 4				
Level 1	1438.70	1469.60	1517.40	1566.70
Level 2	1795.20	1833.80	1893.40	1954.90
Level 3	2240.40	2288.60	2363.00	2439.80
Level 4	2685.50	2743.20	2832.40	2924.50

Note: T stands for Trainee

CLAUSE 26E (XVI)

Traineeship Wage Rates

	Highest Year of School Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	256.00	282.00	336.00
Plus 1 year out of school	282.00	336.00	391.00
Plus 2 years	336.00	391.00	455.00
Plus 3 years	391.00	455.00	521.00
Plus 4 years	455.00	521.00	
Plus 5 years or more	521.00		

MONETARY RATES

Table 2 - Allowances

	First Pay Period 01/11/10 \$	First Pay Period 01/07/11 \$	First Pay Period 01/07/12 \$	First Pay Period 01/07/13 \$
Clause 14(i)(a) Disability Allowance	0.33p.h. or 12.70p.w.	0.34p.h. or 13.00p.w.	0.35p.h. or 13.40p.w.	0.36p.h. or 13.80p.w.
Clause 14(i)(b) Disability Allowance	0.88p.h. or 33.70p.w.	0.90p.h. or 34.40p.w.	0.93p.h. or 35.50p.w.	0.96p.h. or 36.70p.w.
Clause 14(ii) Sewer Chokes	7.26p.d.	7.42p.d.	7.66p.d.	7.91p.d.
Clause 14(v)(a) Tool Allowances				
Bricklayer	18.60p.w.	18.60p.w.	18.60p.w.	18.60p.w.
Carpenter & Plumber	26.20p.w.	26.20p.w.	26.20p.w.	26.20p.w.
Metal & Mechanical Trades	26.20p.w.	26.20p.w.	26.20p.w.	26.20p.w.
Painter & Signwriter	6.30p.w.	6.30p.w.	6.30p.w.	6.30p.w.
Plasterer	26.20p.w.	26.20p.w.	26.20p.w.	26.20p.w.
Clause 14(v)(d) Insurance Value	1517.00p.a.	1517.00p.a.	1517.00p.a.	1517.00p.a.
Clause 14(ix) Vehicle Allowances (cents per km)				
(a) Under 2.5 litres	0.65p.km.	0.65p.km.	0.65p.km.	0.65p.km.
2.5 litres and over	0.74p.km.	0.74p.km.	0.74p.km.	0.74p.km.

(b) Minimum quarterly payment	1809.00	1809.00	1809.00	1809.00
Clause 14(x)(d) Travelling Allowances				
3 - 10 km	4.20p.d.	4.29p.d.	4.43p.d.	4.57p.d.
11 - 20 km	6.63p.d.	6.77p.d.	6.99p.d.	7.22p.d.
21 - 33 km	9.60p.d.	9.81p.d.	10.13p.d.	10.46p.d.
34 - 50 km	13.00 p.d.	14.00 p.d.	15.00 p.d.	16.00 p.d.
Each additional 10kms	3.60.p.d.	3.80.p.d.	4.00 p.d.	4.30 p.d.
Clause 14(x)(h) Vehicle Allowance (cents per km)				
Under 2.5 litres	0.65p.km.	0.65p.km.	0.65p.km.	0.65p.km.
2.5 litres and over	0.74p.km.	0.74p.km.	0.74p.km.	0.74p.km.
Clause 14(xi)(a) Camping Allowance	35.00p.n.	40.00p.n.	45.00p.n.	50.00p.n.
Clause 14(xii)(a) Community Language Allowance	18.10p.w.	18.50p.w.	19.10p.w.	19.70p.w.
Clause 14(xii)(b) First Aid Allowance	12.20p.w.	12.50p.w.	12.90p.w.	13.30p.w.
Clause 14(xiii) Meal Allowance	12.90	12.90	12.90	12.90
Clause 14(xiii) Meal Allowance	12.90	12.90	12.90	12.90
Clause 14(xiii) Meal Allowance	12.90	12.90	12.90	12.90
Clause 14(xiv) Civil Liability Loading (payable from the first pay period commencing on or after 15 December 2006)	3.5%	3.5%	3.5%	3.5%
Clause 18B (iii) On Call Allowance on ordinary working days	16.02p.d.	16.36p.d.	16.89p.d.	17.44p.d.
Clause 18B (iv) On Call Allowance - on other days	31.35p.d.	32.02p.d.	33.06p.d.	34.13p.d.
Clause 18B (v) On Call Allowance - maximum per week	142.80p.w.	145.90p.w.	150.60p.w.	155.50p.w.
Clause 39(iv) Savings and Transitional				
(a) West of the Line Allowance	3.90p.w.	3.90p.w.	3.90p.w.	3.90p.w.
(b) Climatic Allowance	3.90p.w.	3.90p.w.	3.90p.w.	3.90p.w.

Key: p.h. = per hour

p.a. = per annum

p.d. = per day

p.w. = per week

p.n. = per night.

p.km. = per kilometre

SCHEDULE 1

MINIMUM STANDARDS OF CARAVAN ACCOMMODATION TO BE PROVIDED TO EMPLOYEES REQUIRED TO CAMP OUT

Where employees camp out council shall provide suitable caravan accommodation for the employees concerned in accordance with the following minimum standards:

- (a) Caravans shall be of such size as to provide adequate space for each employee and no more than two employees should be accommodated in any one caravan.

- (b) The walls and ceilings of the caravan shall be of sound construction and shall be insulated. Fly screen doors and windows shall be fitted and all openings adequately sealed against dust and / or weather conditions. Adequate steps shall be provided at each door.
- (c) The floor is to be covered with vinyl tiles, linoleum or other acceptable standard floor covering.
- (d) Reverse cycle or refrigerated air conditioning or other agreed cooling device and / or heater shall be provided in each caravan and shall be appropriately maintained.
- (e) Two separately located suitable bedding shall be provided together with suitable mattresses.
- (f) A fixed separate table shall be provided with two separate seats and brackets so as to provide for the taking of meals comfortably.
- (g) A wardrobe shall be provided for each employee, ensuring adequate clothes hanging space, fitted with shelf.
- (h) A personal bed locker shall be located at each bed. This shall consist of at least one shelf and door.
- (i) Each camp shall be supplied with an electric generator or other suitable power source that is of the low decibel type and the generator shall be housed in such a manner so as to provide for noise insulation. The generator shall be sufficiently powerful so as to service each appliance that is within or is associated with the use of the van. Generators shall be appropriately maintained.
- (j) Adequate electric lighting shall be installed in the caravan and sufficient external lighting shall be provided so as to allow for safe access to toilet facilities and vehicles.
- (k) Each caravan shall be equipped with a suitable refrigerator; a stovette with two burners and a griller and, where such stovette is an l.p.g. stovette, shall be fitted with safety tap. A sink with basin pump connected to a storage water tank of sufficient capacity shall be provided. The water tank shall have an external tap. An adequate supply of cool drinking water shall be provided.
- (l) A food and utensils storage cabinet suitably equipped with pots, pans and kettle and sufficient bench space shall be provided to allow for the preparation of meals.
- (m) Showering facilities shall be included in the caravan. Each shower cubicle shall be provided with a shower curtain and rod, soap holder, hot and cold water and non-slip floor. Soap and other suitable cleaning agents shall be provided for employees taking showers, such cleaning agents should be of a type that will safely remove an unwanted substance with which the employee has come in contact. Adequate lighting and ventilation shall be provided in the shower area.
- (n) The carrying and storage of fuel and council stores within the internal frame of the caravan will not be permitted under any circumstances. Employers shall provide for the safe keeping of employees tool kits and personal belongings, including when employees are off the site. Provision shall be made to allow for safe storage of hand tools and other equipment during meal and other breaks.
- (o) Kerosene heating, cooking and / or lighting are not considered to be suitable facilities.
- (p) Suitable cleaning equipment shall be provided together with storage facilities for such equipment.
- (q) Access to and egress from all amenities shall be kept clear at all times.
- (r)
 - (i) Garbage bins, which are vermin / fly proof with secure lids shall be provided together with removable and sealable bin liners.
 - (ii) Adequate toilet facilities shall be provided and positioned to provide privacy and so as to preclude odours reaching meal and / or accommodation facilities.

- (s) Washing facilities shall be provided under cover and an adequate supply of soap and paper towels shall be provided and replaced as needed. A vermin / fly proof garbage bin with removable liner and secure lid shall be provided in the vicinity of the washing facilities and emptied when necessary.
- (t) Caravans shall be regularly inspected for maintenance purposes and a record book kept by council indicating the age of the vans and maintenance work carried out on the vans.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1091 of 2010)

Before Commissioner Macdonald

9 November 2010

VARIATION

1. Delete Schedules 1, 2, and 4 of the Contract Determination published 19 December 1984 (235 I.G. 1611), and insert in lieu thereof the following:

SCHEDULE 1

RATES OF REMUNERATION

1. It is expressly noted that the rates of remuneration in Schedules 1 and 4 have taken into account, and include payment, for the following factors:
 - (a) Wages - based on the General Rate of Pay for a Transport Worker Grade Three as per Table 1 Wages of Part B - Monetary Rates contained in the Transport Industry (State) Award.
 - (b) Overtime - in excess of 40 hours each week.
 - (c) Annual Leave.
 - (d) Long Service Leave.
 - (e) Public Holidays.
 - (f) Picnic Day.
 - (g) Sick Leave.
 - (h) Return on capital invested.
 - (i) Depreciation.
 - (j) Lease Costs.
 - (k) Registration and compulsory third party insurance.
 - (l) Comprehensive insurance.
 - (m) Public liability insurance.
 - (n) Personal accident insurance.
 - (o) Administrative overheads.
 - (p) Fuel.

- (q) Oil.
- (r) Tyres.
- (s) Repairs and maintenance.
- (t) Industry - specific allowances.

2. Where:

- (a) a carrier performs a contract of carriage within the area, incidence and duration of this determination; and
- (b) the carrier is eligible to claim a rebate pursuant to the Commonwealth Government's Energy Grants (Credits) Scheme ('the scheme') for that contract of carriage; and
- (c) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor;

the principal contractor shall pay the Rates of Remuneration specified in Table One of this Schedule to the carrier for the performance of that contract of carriage.

3. If a carrier is:

- (a) ineligible to apply for the rebate pursuant to the scheme; or
- (b) has not been requested to apply for the rebate pursuant to the scheme; or
- (c) has become ineligible to claim a rebate pursuant to the scheme; or
- (d) the scheme is abolished

then the principal contractor shall apply the Rates of Remuneration specified in Table Two of this Schedule to the carrier for the performance of that contract of carriage.

4. Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to subclause (ii) of this Schedule.

Table One - Vehicle Rates

(Where the Energy Grants (Credits) Scheme is applicable)

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 yrs)		Scale C (over 3 yrs)	
<u>Rigid Vehicles</u> <u>Carrying Capacity</u>	Hourly Standing Rate (\$ per hour)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)
Up to 2 Tonnes	n/a	n/a	n/a	n/a	n/a	n/a
2 to 5 Tonnes	33.30	41.47	29.22	41.52	23.78	41.55
5 to 8 Tonnes	39.14	53.77	33.27	53.86	25.44	53.86
8 to 10 Tonnes	45.53	66.24	37.74	66.54	32.22	66.52
10 to 12 Tonnes	60.36	92.62	47.39	92.30	38.83	92.33
12 to 14 Tonnes	77.87	116.57	58.88	116.48	46.59	116.52
14 Tonnes +	86.63	137.68	64.80	137.23	49.87	137.29
Single Axle Prime Mover	63.24	125.65	49.52	125.91	40.77	125.93
Bogie Axle Prime Mover	89.07	144.62	66.56	144.60	51.15	144.65

Table Two - Vehicle Rates**(Where the Energy Grants (Credits) Scheme does not apply)**

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 yrs)		Scale C (over 3 yrs)	
Rigid Vehicles	Hourly Standing Rate (\$)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)
Up to 2 Tonnes	29.58	38.38	25.60	38.73	n/a	n/a
2 to 5 Tonnes	33.30	44.22	29.21	44.28	23.78	44.32
5 to 8 Tonnes	39.14	57.09	33.25	57.37	25.44	54.34
8 to 10 Tonnes	45.53	69.81	37.71	70.62	32.22	67.21
10 to 12 Tonnes	60.36	98.48	47.35	97.22	38.83	93.46
12 to 14 Tonnes	77.87	123.55	58.82	123.78	46.59	117.59
14 Tonnes +	86.63	146.61	64.72	145.38	49.87	138.71
Single Axle Prime Mover	63.24	133.41	49.48	134.04	40.77	127.09
Bogie Axle Prime Mover	89.07	153.49	66.49	153.46	51.15	146.09

SCHEDULE 2

Procedure and Time for Adjustments of Rates and Amounts

- (1) The rates prescribed in Schedules 1 and 4, together with the additional amounts in Schedule 3, shall be adjusted with effect from 1 June and 1 December each year or as provided in this Schedule.
- (2) The Union shall make application to the Industrial Relations Commission of New South Wales for a variation in rates and amounts in sufficient time for the variation to be made on or before 1 June and 1 December each year. Notwithstanding anything contained in this Schedule, a variation shall not be retrospective in operation but shall operate from a date not earlier than the date upon which it is made.
- (3) The parties to this Determination shall confer with a view to reaching agreement on the variation. In default of agreement the rates and amounts shall be determined by the Industrial Relations Commission of New South Wales.
- (4) The first adjustment shall operate from 1 July 1984.
- (5) The initial rates and amounts in the Contract Determination shall be deemed to take into account all costs and movements up to 31 October 1982.
- (6) The adjustment to be made from 1 December shall take into account all movements in costs occurring and indices published up to the preceding 31 October and the adjustment from 1 June shall take into account all movements in costs occurring and indices published up to the preceding 30 April.
- (7) Each variation after the first variation shall be based upon the rates and amounts in the immediately preceding variation.
- (8) If any one of the below listed components, except for fuel, changes such that it causes an increase in the total remuneration of 5 per cent or more from the date of the last variation, an interim adjustment may be made.
- (9) The components of remuneration shall be adjusted upwards or downwards according to the following schedule:

Component	Method of Adjustment
Wage Factor Sick Leave	Adjust according to the actual percentage change in the General Rate of pay for a Transport Worker Grade Three as per Table 1, Wages of Part B - Monetary Rates contained in the Transport Industry (State) Award.
Return on Capital Depreciation Lease Cost	Adjust by the Average Percentage Change in the price of a Sterling Louisville Prime Mover, as Isuzu FTR 800 and a Holden Rodeo CC LX (or a comparable vehicle replacing any of these vehicles) as determined by "The Red Book".
Registration and C.T.P.	Adjust by the Average Percentage Change in the registration/CTP charges for a Sterling Louisville Prime Mover, an Isuzu FTR 800 and a Holden Rodeo CC LX (or a comparable vehicle replacing any of these vehicles)
Insurances	Adjust according to the Percentage Change as per the ABS CPI Transportation Sub Group "Vehicle Insurance".
Administration	Adjust according to the Percentage Change as per the ABS CPI Sydney (All Groups).
Fuel	Adjust according to the Percentage Change as per the AIP NSW State weekly average for the retail price of diesel, excluding GST.

Tyres	Adjust according to the Percentage Change as per the ABS CPI Transportation Sub Group 'Motor Vehicle Parts and Accessories'.
Repairs and Maintenance	<p>The Adjustment shall be based upon the following index:</p> <p>Labour: 67 Parts: 33 Total 100</p> <p>"Labour" is adjusted according to the percentage increase in a Mechanics wage under the Metal, Engineering and Associated Industries (State) Award.</p> <p>"Parts" is adjusted by application of the movement in the Consumer Price Index (All Groups), Sydney.</p>

- (10) The formula for an adjustment shall be as set forth in the Exhibit to IRC Matter No. 691 of 1984.
- (11) The additional amounts in Schedule 3 - Additional Amounts, shall be adjusted by application of the movement of the Consumer Price Index (All Groups), Sydney.
- (12) Cost Recovery for variations in the Price of fuel:
- (a) The parties to this determination recognise that, due to the changed nature of the pricing of fuel, including recent significant fluctuations in the price of fuel, it is necessary that variations to rates of remuneration to take into account changes in the price of fuel occur in a timely and efficient manner.
 - (b) Notwithstanding any other provisions of this determination, the parties to this determination agree that any party to this determination may make an application to the Industrial Relations Commission of New South Wales to vary rates of remuneration to account for changes in the price of fuel on the following basis:
 - (i) an application to vary rates of remuneration for changes in the price of fuel only may be made at any time, provided that the date upon which any rate adjustment is sought to become operative is at least one calendar month after the last occasion upon which a fuel rate adjustment became operative;
 - (ii) subject to paragraphs (iii) and (iv) below, the rates of remuneration shall vary using the existing rise and fall formula for the price of fuel in this determination;
 - (iii) it is not a requirement of any such application that the rate adjustment sought for fuel only be one which is either below or above any minimum threshold amount; and
 - (iv) the agreed benchmark for the price of fuel shall be the Australian Institute of Petroleum NSW weekly average for the retail price of diesel for the week ending immediately prior to the date of filing the application, excluding GST. Should the agreed benchmark become unavailable the parties shall determine an alternative appropriate benchmark.
 - (c) The parties to this determination shall take all necessary steps to enable an application made pursuant to subclause (b) hereof to be heard and determined at the earliest possible time, including but not limited to, consenting to have the Industrial Relations Commission of NSW hear and determine any such application within 48 hours from the initial listing of the application.
 - (d) The fuel index, reflecting current rates, is 118.45 cents per litre. This index is exclusive of GST.

SCHEDULE 4

Container Depots And Waterfront Areas

1. The following conditions and allowances shall apply to contracts of carriage performed in or in connection with Container Depots and Waterfront areas, in addition to all other applicable rates and conditions provided for by this Contract Determination, provided that the rates contained in Clause 3, Trailer Allowance, of this Schedule shall apply in substitution for the rates contained in Clause 1, Trailer Allowance, Clause 2, Ropes and Gear Allowance, and Clause 3, Twist lock Allowance of Schedule 3, Additional Amounts, of this Contract Determination.
2. The minimum rates of remuneration payable for any contract of carriage performed within the scope of this Schedule and defined in Clause 1, hereof, shall be as follows:

(a) Where:

- (i) a carrier performs a contract of carriage within the area, incidence and duration of this determination; and
- (ii) the carrier is eligible to claim a rebate pursuant to the Commonwealth Government's Energy Grants (Credits) Scheme ('the scheme') for that contract of carriage; and
- (iii) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor

the principal contractor shall pay the amount appearing in the column headed "Rate A" for the appropriate vehicle classification for the performance of that contract of carriage.

(b) If a carrier is:

- (i) ineligible to apply for the rebate pursuant to the scheme; or
- (ii) has not been requested to apply for the rebate pursuant to the scheme; or
- (iii) has become ineligible to claim a rebate pursuant to the scheme; or
- (iv) the scheme is abolished

then the principal contractor shall the pay the amount appearing in the column headed "Rate B" for the appropriate vehicle classification for the performance of that contract of carriage.

- (c) Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to subclause 2(ii) of this Schedule.

Class of Vehicle	Rate A	Rate B
Rigid Vehicle	Subsidy	No- Subsidy
Not less than 8 and not greater than 10 tonnes	43.03	43.63
Not less than 10 and not greater than 12 tonnes	52.27	53.00
Not less than 12 and not greater than 14 tonnes	62.38	63.43
Not less than 14 Tonnes.	68.66	69.87
Single - Axle Prime Mover	59.04	60.23
Bogie Axle Prime Mover	70.75	72.05

The above rates of remuneration are calculated from "Scale D" (as provided for in the table headed Schedule 1, Vehicle Rates, appearing in Schedule 1, Rates of Remuneration, of this Contract Determination) and are based on a minimum distance travelled of 23,500 km per annum on contracts of carriage performed in or in connection with Container Depots and Waterfront areas.

3. Trailer Allowance:

A Contract Carrier who, in order to perform a contract of carriage, is required to supply one of the trailers listed below (irrespective of axle configuration), shall be paid the following allowance for each day, (or part of a day) during the equipment is so used:

40 ft Skel trailer	\$47.89 per day
40 ft General Purpose trailer	\$47.89 per day
Dog or Pig trailer	\$35.84 per day
Pup trailer	\$23.93 per day
20 ft Skel trailer	\$43.10 per day

4. Towing rates:

A Contract Carrier, whose vehicle is in the performance of a contract of carriage, is required to tow one of the trailers listed below (irrespective of axle configuration), shall be paid the following allowance for each hour (pro-rata for part of an hour) during which such trailer is towed:

40 ft trailer	\$2.50 per hour
Dog/Pig trailer	\$4.91 per hour
Pup trailer	\$3.61 per hour

5. Adjustment of the allowances and rates in Clause 3 and 4 of this Schedule shall be by application of the movement of the Consumer Price Index (All Groups), Sydney.
6. Contract Carriers who perform work pursuant to this Schedule shall have paid on their behalf by principal contractors who are members of the NSW Road Transport Association contributions into the TWU Superannuation Fund in the amounts prescribed by the Transport Industry (State) Superannuation Award.
7. Clause 14, Savings Clause, of this Determination shall apply to the above rates and conditions.
2. This variation shall take effect from 12 November 2010.

A. MACDONALD, Commissioner

Printed by the authority of the Industrial Registrar.

ZOOLOGICAL PARKS BOARD OF NEW SOUTH WALES SALARIED EMPLOYEES AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Director of Public Employment.

(No. IRC 1422 of 2010)

Before The Honourable Justice Walton, Vice-President

10 December 2010

VARIATION

1. Delete clause 5, Conditions of Progression (Horticulturalists) from the Arrangement, of the award published 11 April 2008 (365 I.G. 633), and renumber subsequent clauses accordingly.
2. Delete clause 4, Classifications and Rate of Pay and insert in lieu thereof the following:

4. Classifications and Rates of Pay

- 4.1 The minimum rates of pay for all classifications covered by the award are set out Part B Monetary Rates, Table 1 - Rates of Pay.
- 4.2 The grading requirements for horticulturalists employed before 1 July 2010 are as follows:
 - (a) Garden Labourer - performs basic tasks associated with horticulture and works under limited supervision.
 - (b) Horticulture Labourer - undertaking TAFE certification or equivalent in horticultural trade.
 - (c) Horticulturalist Level 1 - has completed recognised Trade/Horticultural Certificate III or equivalent experience and has limited supervisory experience.
 - (d) Horticulturalist Level 2 - has well developed zoo horticultural experience in areas such as bush regeneration, landscaping, nursery and maintenance.
 - (e) Horticultural Technician - proven managerial experience and communicates technical data and information; may also have higher qualification.
 - (f) Senior Horticultural Technician - has proven research skills and horticultural experience with at least 3 years experience in zoological horticulture or demonstrated experience in public park management, exhibit design and maintenance.
 - (g) Conditions of progression for gardeners will be developed and agreed between the parties, such progression to be based on the recognition of skills attained.
- 4.3 The grading requirements for gardeners and horticulturalists are as follows:
 - (a) Horticultural Apprentice:
 - (i) Works under close direct supervision performing basic tasks using basic hand tools or equipment for which either no previous training or experience is required.
 - (ii) Carries out general grounds maintenance including: maintaining current flora displays, planting and establishing new flora displays.

- (b) Gardener:
 - (i) Performs basic tasks associated with horticulture and gardening and works under supervision.
 - (ii) Carries out general grounds maintenance including: maintaining current flora displays, weeding, mowing lawns and trimming hedges.
- (c) Horticulturalist:
 - (i) Has completed recognised Trade/Horticulture Certificate or equivalent experience and has limited supervisory experience.
 - (ii) Carries out horticultural duties including: administering approved chemicals and species identification.
 - (iii) Carries out general grounds maintenance including: maintaining current flora displays.
 - (iv) Provides technical expertise and advice to labouring resources in carrying out of general grounds maintenance (including remnant bush areas and browse plantation).
 - (v) Assists with supervising and training of apprentices.
- (d) Horticultural Supervisor:
 - (i) Supervises the maintenance of grounds including the supervision of labouring and horticultural resources (including remnant bush areas and browse plantation).
 - (ii) Supervises labouring and horticultural resources.
- (e) Progression within a classification will occur on the anniversary of an employee's appointment, or the date at which they were appointed to their current classification grade. Employees may only progress within the classification they are appointed to (ie: Apprentice, Gardener, Horticulturalist, and Horticultural Supervisor).
- (f) Progression is subject to a satisfactory performance review at the employee's current classification grade in accordance with Taronga Conservation Society Australia's performance management procedures.
- (g) Appointment of employees to higher classifications will be through a merit selection process when vacancies arise.

4.4 The appointment/progression requirements for keeping grades are as follows.

- (a) Trainee Keeper Level 1
 - (i) No paid animal related industry experience required.
 - (ii) Undertakes Trainee Skills Assessment Workbook.
 - (iii) Works under direct supervision.
- (b) Trainee Keeper Level 2
 - (i) At least 1 year of paid animal husbandry related industry experience.
 - (ii) Existing employees must have demonstrated satisfactory progress in completing Trainee Skills Assessment Workbook.

- (iii) Enrolled in a Certificate III in Captive Animals.
 - (iv) Existing employees must be satisfactory in general competencies.
 - (v) Works under direct supervision.
- (c) Trainee Keeper Level 3
- (i) At least 2 years of paid animal husbandry related industry experience.
 - (ii) Existing employees must have demonstrated satisfactory progress in completing the Trainee Skills Assessment Workbook.
 - (iii) Enrolled in a Certificate III in Captive Animals.
 - (iv) Existing employees must be satisfactory in general competencies.
 - (v) Works under minimum supervision.
- (d) Trainee Keeper Level 4
- (i) At least 3 years of paid animal husbandry related industry experience.
 - (ii) Existing employees must have demonstrated satisfactory progress in completing the Trainee Skills Assessment Workbook.
 - (iii) Enrolled in a Certificate III in Captive Animals.
 - (iv) Existing employees must be satisfactory in general competencies.
 - (v) Works under limited supervision.
- (e) Keeper Level 1
- (i) Possession of Certificate III in Captive Animals or equivalent.
 - (ii) At least 4 years paid animal husbandry related industry experience.
 - (iii) Existing employees must have satisfactorily completed the Trainee Skills Assessment Workbook.
 - (iv) Existing employees must be satisfactory in general competencies.
 - (v) Undertake Keeper Skills Assessment Workbook.
- (f) Keeper Level 2
- (i) Possession of Certificate III in Captive Animals or equivalent.
 - (ii) At least 5 years paid animal husbandry related industry experience of which at least one year has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) Existing employees must have demonstrated satisfactory progress in completing the Keeper Skills Assessment Workbook in one or more of the three strands of Husbandry, Zoo Veterinary Nursing or Training and Presentation.
 - (iv) Existing employees must be satisfactory in general competencies.

- (g) Keeper Level 3
 - (i) Possession of Certificate III in Captive Animals or equivalent.
 - (ii) At least 6 years paid animal husbandry related industry experience of which at least two years has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) Existing employees must have demonstrated satisfactory progress in completing the Keeper Skills Assessment Workbook in one or more of the three strands of Husbandry, Zoo Veterinary Nursing or Training and Presentation.
 - (iv) Existing employees must be satisfactory in general competencies.
- (h) Keeper Level 4
 - (i) Possession of Certificate III in Captive Animals or equivalent.
 - (ii) At least 7 years paid animal husbandry related industry experience of which at least three years has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) Existing employees must have demonstrated satisfactory progress in completing the Keeper Skills Assessment Workbook in one or more of the three strands of Husbandry, Zoo Veterinary Nursing or Training and Presentation.
 - (iv) Existing employees must be satisfactory in general competencies.
- (i) Senior Keeper Level 1
 - (i) Possession of the Certificate III in Captive Animals or equivalent.
 - (ii) 8 years paid animal related husbandry industry experience, of which at least four years has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) High level of skill in species management e.g. be able to work on regional stud books (training by ARAZPA or equivalent or having an approved mentor on site); or have a very high level of animal management skills.
 - (iv) Existing employees must have satisfactorily completed the Keeper Skills Assessment Book in one or more of the three strands of Husbandry, Veterinary Nursing or Training and Presentation.
 - (v) Existing employees must be satisfactory in general competencies.
- (j) Senior Keeper Level 2
 - (i) Possession of the Certificate III in Captive Animals or equivalent.
 - (ii) 9 years paid animal related husbandry industry experience, of which at least five years has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.

- (iii) Develop contributions in an area of specialisation or have a very high level of animal management skills and be able to undertake international stud bookkeeping.
- (iv) Existing employees must have successfully completed a substantial Zoological Parks Board of New South Wales project approved by three Life Sciences and Environmental Education Managers and endorsed by the Manager Life Sciences Operations or General Manager Life Sciences and Environmental Education. New employees must demonstrate a similar achievement. Senior Keepers Level 2 should always be undertaking an approved project once classified at Level 2.
- (v) Existing employees must have satisfactorily completed the Senior Keeper Skills Assessment Book in one or more of the three strands of Husbandry, Veterinary Nursing or Training and Presentation.
- (vi) Existing employees must be satisfactory in general competencies.
- (k) Keeper Grade 4 Level 2 (Specialist) (only available to employees employed permanently as a Keeper on 8 December 2005).
 - (i) Minimum of 3 years' experience as Divisional Supervisor and,
 - (ii) Possession of a tertiary qualification or extensive management training or works with outside agencies; and is a qualified technician.
- (l) Keeping Unit Supervisor
 - (i) Appointment by merit based selection.
 - (ii) Possession of the Certificate III in Captive Animals or equivalent.
 - (iii) Demonstrated experience and expertise relevant to the position.
 - (iv) Demonstrated supervisory skills.
- (m) Relevant experience, skills, qualifications and study undertaken will be taken into account in determining the grade and level to which a temporary or permanent keeping employee will be appointed.
- (n) A keeping employee, except a casual employee, will progress through the classifications of Trainee Keeper, Keeper and Senior Keeper depending on acquisition of qualifications, skills and experience as set out in the appointment/progression requirements.
- (o) A casual keeping employee will be paid one of the following rates depending on qualifications:
 - (i) An employee who does not possess a Certificate III in Captive Animals (or equivalent) will be paid at Trainee Keeper Level 1.
 - (ii) An employee who possesses the qualifications and experience to be appointed as a Keeper will be paid at Keeper Level 1, unless a higher level of responsibility is required, in which case an employee will be paid at the level of the work they are required to perform.
- (q) A casual keeping employee will not progress within the Trainee Keeper or Keeper grades.
- (r) Appointment to the positions of Unit Supervisor will be through merit-based selection.
- (s) A higher duties allowance will be paid to keeping employees who temporarily relieve as a Keeping Unit Supervisor for a period of 5 consecutive working days or more. The allowance is the difference between the base salary of the relevant Keeping Unit Supervisor Grade and the substantive salary of the relieving employee. If only a proportion of the duties of the higher

graded position are required to be performed by the relieving employee, the allowance will be paid on a pro rata basis. The allowance will not be paid on any leave taken by the relieving employee during the period of relief except when the employee has been relieving in the position for more than 12 months.

- (t) Before an employee commences relief as a Keeping Unit Supervisor, the relevant manager will discuss with them the duties they will be required to perform, the criteria for determining the proportion of the allowance to be paid to them and the delegated responsibilities they will be expected to exercise during the relief period.

4.5 Designer Classifications

Designers employed before 1 July 2010 will be classified and paid in accordance with the classifications and rates of pay for Designers (Exhibitions and Publications in Part B, Table 1 and will progress annually. Any designer employee engaged on or after 1 July 2010 will be employed against the following classification structure and will not have access to the previous classification structure.

Progression between Junior Designer, Designer and Senior Designer will be based on merit selection processes, when vacancies arise.

(a) Junior Designer

- (i) Has completed a recognised qualification, from TAFE, university or accredited and acknowledged private college.
- (ii) Works under direct supervision or guidance of Senior Designer or Design Manager.
- (iii) Develops draft concepts in response to design briefs, in consultation with Senior Designer or Design Manager.
- (iv) Alters concepts at the direction of Senior Designer or Design Manager

(b) Designer:

- (i) Has completed a recognised qualification, from TAFE, university or accredited and acknowledged private college.
- (ii) Works under limited supervision or guidance of Senior Designer or Design Manager.
- (iii) Develops concepts in response to design briefs, before review by Senior Designer or Design Manager.
- (iv) Responsible for taking design briefs from internal clients.

(c) Senior Designer:

- (i) Degree qualified with extensive design experience.
- (ii) Limited experience supervising more junior designers in the development and delivery of work.
- (iii) Responsible for commissioning and managing photographic shoots.
- (iv) Responsible for the autonomous project management of client work, including scheduling deliverables and proofing process.
- (v) Provides design direction and guidance for Designers, Junior Designers and some external, contract designers in the development of design concepts.

3. Delete clause 5, Conditions of Progression (Horticulturalists) and renumber subsequent clauses accordingly.
4. Delete throughout the award "Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006" and insert in lieu thereof the following:

"Crown Employees (Public Service Conditions of Employment) Award 2009".
5. Delete throughout the award "Public Sector and Employment Management (General) Regulation 1996" and insert in lieu thereof " Public Sector and Employment Management Regulation 2009".
6. Delete subclause 10.2 of the newly renumbered clause 10, Allowances, and insert in lieu thereof the following:

10.2 Uniforms - Where a uniform (which may include overalls) is required to be worn, and the cost of any laundering is not borne by the employer, a laundry allowance as set in Item 4 of Table 2 shall be paid.
7. Delete subclause 10.3 Disability allowance, of clause 10, and insert in lieu thereof the following:

10.3 Disability Allowance - Zookeepers employed prior to 1 July 2010 working at Western Plains Zoo shall be paid an allowance at the rate as set in Item 5 of Table 2 which shall be treated as part of the ordinary wage for all purposes of this award.
8. Delete Part B Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

Effective from the first pay period to commence on or after 1 July 2010

Classification	1/7/10 Per annum
Clerks - General Scale - 1st year (up to 18 years)	\$30,433
2nd year (or 20 years)	\$36,808
3rd year	\$39,670
4th year	\$40,753
5th year	\$42,478
6th year	\$43,248
7th year	\$44,320
8th year	\$45,959
9th year	\$47,624
10th year	\$49,384
At 19 years + (HSC)	\$34,483
Grade 1 - 1st year	\$52,103
2nd year	\$53,636
Grade 2 - 1st year	\$55,131
2nd year	\$56,643
Grade 3 - 1st year	\$58,249
2nd year	\$60,004

Grade 4 - 1st year 2nd year	\$61,878 \$63,781
Grade 5 - 1st year 2nd year	\$68,761 \$70,930
Grade 6 - 1st year 2nd year	\$73,709 \$75,870
Grade 7 - 1st year 2nd year	\$78,142 \$80,479
Grade 8 - 1st year 2nd year	\$83,833 \$86,497
Grade 9 - 1st year 2nd year	\$89,075 \$91,580
Grade 10 - 1st year 2nd year	\$95,319 \$98,159
Grade 11 - 1st year 2nd year	\$103,025 \$107,393
Grade 12 - 1st year 2nd year	\$114,122 \$119,149
Stenographers and Machine Operators 1st year (up to 17 years) 2nd year (or 17 years)	\$22,604 \$26,830
3rd year (or 18 years) 4th year (or 19 years) 5th year (or 20 years) 6th year (or 21 years) 7th year 8th year 9th year 10th year 11th year 12th year	\$30,433 \$34,484 \$36,473 \$40,411 \$41,524 \$42,896 \$46,332 \$47,145 \$48,481 \$49,385
Grade 1 - 1st year 2nd year	\$52,104 \$53,636
Grade 2 - 1st year 2nd year	\$55,132 \$56,644
Grade 3 - 1st year 2nd year	\$58,250 \$60,005
Clerical Assistants - 1st year (or under 17 years) 2nd year (or 17 years) 3rd year (or 18 years) 4th year (or 19 years) 5th year (or 20 years) 6th year (or 21 years)	\$21,184 \$23,795 \$28,630 \$32,517 \$34,484 \$38,257

7th year	\$39,670
8th year	\$40,753
9th year	\$41,524
Class 1 - 1st year	\$43,249
2nd year	\$44,320
Class 2 - 1st year	\$45,959
2nd year	\$47,145
Class 3 - 1st year	\$48,080
2nd year	\$49,384
Class 4 - 1st year	\$50,332
2nd year	\$51,208
Typists and Communications Assistants - 1st year (or under 17)	\$22,604
2nd year (or 17 years)	\$25,229
3rd year (or 18 years)	\$28,630
4th year (or 19 years)	\$32,517
5th year (or 20 years)	\$36,473
6th year (or 21 years)	\$39,670
7th year	\$40,410
8th year	\$41,524
Senior Typist - 1st year	\$43,249
2nd year	\$44,320
Gardener Labourer (Applies to employees engaged prior 1 July 2010) Level 1	38,257
Level 2	40,059
Level 3	41,142
Horticulturalist Labourer (Applies to employees engaged prior 1 July 2010) Level 1	43,249
Level 2	45,159
Level 3	47,145
Horticulturalist (Applies to employees engaged prior 1 July 2010) Level 1 Grade 1	
Level 1 Grade 2	50,332
Level 2 Grade 1	51,707
Level 2 Grade 2	53,089
	54,154
Horticultural Technician (Applies to employees engaged prior 1 July 2010) Grade 1	56,643
Grade 2	57,680
Senior Horticultural Technician (Applies to employees engaged prior 1 July 2010) Grade 1	61,283
Grade 2	63,781
Horticultural Apprentice (Applies to employees engaged post 1 July 2010) 1st Year	21,041
2nd Year	24,867
3rd Year	28,692
4th Year	34,431

Gardener (Applies to employees engaged post 1 July 2010)	
Grade 1	38,257
Grade 2	40,059
Grade 3	41,142
Horticulturalist (Applies to employees engaged post 1 July 2010)	
Grade 1	48,689
Grade 2	50,149
Grade 3	51,654
Grade 4	54,154
Horticultural Supervisor (Applies to employees engaged post 1 July 2010)	
Grade 1	57,500
Grade 2	59,225
Grade 3	61,001
Keeper Grade 4 (Specialist) - Level 2 (only available to employees employed permanently as a Keeper on 8 December 2005)	\$68,761
Keeper as at Jan 06	
Trainee Keeper -	
Level 1	\$36,517
Level 2	\$38,952
Level 3	\$41,386
Level 4	\$43,821
Keeper -	
Level 1	\$48,689
Level 2	\$51,124
Level 3	\$53,558
Level 4	\$55,993
Senior Keeper -	
Level 1	\$58,427
Level 2	\$63,296
Keeping Unit Supervisor -	
Year 1	\$70,600
Year 2	\$72,060
Year 3	\$73,521
Keeper before Jan 06	
Grade 1	
Level 01	\$43,768
Level 02	\$44,191
Level 03	\$44,967
Level 04	\$47,625
Grade 4	
Level 01	\$62,398
Level 02	\$68,760
Publicity and Assistant Publicity Officer -	
Public Relations Officer -	
Grade 1 -	
1st year	\$77,373
2nd year	\$78,928
3rd year	\$80,480
Grade 2 -	
1st year	\$90,757
2nd year	\$92,513
3rd year	\$94,383
Publicity Officer -	
1st year	\$64,986
2nd year	\$66,848
3rd year	\$68,075

Assistant Publicity Officer -	
1st year	\$58,857
2nd year	\$60,571
Gate Receptionists	\$48,480
Designer(Exhibitions and Publications) Applies to employees engaged prior 1 July 2010	
1st Year	48,080
2nd Year	48,980
3rd Year	50,332
4th Year	51,840
5th Year	53,636
6th Year	54,576
7th Year	55,603
8th Year	57,176
9th Year	59,404
10th Year	61,878
11th Year	63,781
12th Year	66,283
Junior Designer	
Grade 1	\$41,500
Grade 2	\$43,160
Grade 3	\$44,886
Grade 4	\$46,681
Designer	
Grade 1	\$48,080
Grade 2	\$50,243
Grade 3	\$52,504
Grade 4	\$54,867
Grade 5	\$57,336
Senior Designer	
Grade 1	\$60,203
Grade 2	\$63,213
Grade 3	\$66,373

Table 2 - Other Rates and Allowances

Effective from the first pay period to commence or after the dates specified in the table:

Item No.	Clause No.	Brief Description	Amount (\$)
1	8.4	Overtime Meal Allowance: Dinner Supper	1.7.07 \$22.60 1.7.07 \$8.70
2	11.1	First Aid Allowance Holders or basic qualifications: Holders of current occupational first aid certificate:	1.7.07 \$12.76 per week 1.7.07 \$19.20 per week
3	11.1	Casual First-aid allowance	1.7.07 \$12.80 per shift

4	11.2	Uniforms - Laundry Allowance	1.7.07 \$5.35 per week
5	11.3	Disability Allowance at Western Plains Zoo	\$15.20 per week
6	11.4	Meal Allowance: Breakfast Lunch Dinner	1.7.07 \$20.20 1.7.07 \$22.65 1.7.07 \$38.95

9. This variation to take effect from 1 July 2010 except for the variation to clause 10.2 which is to take effect from 31 August 2010.

M. J. WALTON J, *Vice-President*

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SERIAL C7519

**BUILDING, CONSTRUCTION AND RELATED CALLINGS (STATE)
INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Master Builders' Association of New South Wales, Industrial Organisation of Employers.

(No. IRC 1269 of 2010)

The Honourable Mr Justice Staff

19 November 2010

ORDER

The Commission orders that:-

1. The duration of the Building, Construction and Related Callings (State) Industrial Committee published 16 September 2005 (353 I.G. 899), be extended for a further period of three (3) years.
2. This order shall take effect from 19 November 2010.

C. G. STAFF *J.*

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SERIAL C7515

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA10/27 - Department of Environment, Climate Change and Water (NSW) Flights Officers' Enterprise Agreement 2009

Made Between: Director of Public Employment -&- The Australian Workers' Union, New South Wales .

New/Variation: Replaces EA07/5.

Approval and Commencement Date: Approved and commenced 23 August 2010.

Description of Employees: The agreement applies to employees of the Flight Operations Unit, employed by the Department of Environment and Conservation, located at 4-6 Bligh St. Sydney 2000, who fall within the coverage of the Crown Employees (Public Sector - Salaries 2008) Award, Crown Employees (Public Service Conditions of Employment) Award 2009, and the Crown Employees (Transferred Employees Compensation) Award 2009.

Nominal Term: 10 Months.

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SERIAL C7522

**CONTRACT AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)

CA10/4 - Australian Air Express - Transport Workers Union and Contract Carriers Agreement 2010

Made Between: Australian Air Express Pty Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 2 December 2010.

Description of Employees: This contract agreement applies to contract carriers employed by Australian Air Express Pty Ltd, who fall with the coverage of the Transport Industry - General Carriers Contract Determination.

Nominal Term: 36 Months.

Printed by the authority of the Industrial Registrar.

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Key to Abbreviations Used:

<i>(ACC)</i>	—	Award of Commissioner/Committee.
<i>(AIC)</i>	—	Award of Industrial Commission.
<i>(AIRC)</i>	—	Award of Industrial Relations Commission.
<i>(AR)</i>	—	Award Reprint (Consolidation).
<i>(ART)</i>	—	Award of Retail Trade Industrial Tribunal.
<i>(CD)</i>	—	Contract Determination.
<i>(CORR)</i>	—	Correction.
<i>(ERR)</i>	—	Erratum.
<i>(OIC)</i>	—	Order of Industrial Commission.
<i>(OIRC)</i>	—	Order of Industrial Relations Commission.
<i>(RIRC)</i>	—	Award Review by Industrial Relations Commission
<i>(ROIRC)</i>	—	Order following Review by the Industrial Relations Commission
<i>(RVIRC)</i>	—	Variation following Review by Industrial Relations Commission
<i>(VCC)</i>	—	Variation by Commissioner/Committee.
<i>(VCD)</i>	—	Variation of Contract Determination.
<i>(VIC)</i>	—	Variation by Industrial Commission.
<i>(VIR)</i>	—	Variation by the Industrial Registrar
<i>(VIRC)</i>	—	Variation by Industrial Relations Commission.
<i>(VSW)</i>	—	Variation following State Wage Case.

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