

TASMANIAN AUDIT OFFICE
and
CPSU
HOURS OF WORK AGREEMENT
2016

between the

Minister administering the *State Service Act 2000*

and the

Community and Public Sector Union (State Public Services Federation
of Tasmania) Inc.



1. TITLE

This Agreement shall be known as the Tasmanian Audit Office and CPSU Hours of Work Agreement 2016.

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3. PARTIES BOUND

- 3.1. This Agreement is between the Minister administering the *State Service Act 2000* and the Community and Public Sector Union (State Public Services Federation of Tasmania) Inc.

4. PERIOD OF OPERATION

- 4.1. This Agreement will commence on the date of registration and shall apply until 30 June 2019.
- 4.2. The parties agree to commence negotiations for a replacement Agreement on or before 28 February 2019.

5. APPLICATION

- 5.1. This Agreement is made in respect of employees employed in the Tasmanian Audit Office (TAO) and who are covered by the Tasmanian State Service Award (TSSA) with classifications of up to and including Band 8 of the General Stream and Band 4 of the Professional Stream.

6. RELATIONSHIP TO AWARDS AND AGREEMENTS

- 6.1. Where any inconsistency occurs between this Agreement and the relevant Award, or any registered Agreement with the Minister administering the *State Service Act 2000*, this Agreement shall prevail to the extent of any inconsistency.

7. PURPOSE

- 7.1. The purpose of this Agreement is to:

- (a) modify the "Time Off in Lieu Of Payment for Overtime" provisions of the TSSA Part VI, Clause 4 as it applies to employees covered by this Agreement; and
- (b) prescribe the arrangements under which any excess hours worked and accrued during the peak audit cycle from 1 July to 31 October, (hereafter referred to as the "specified period") are to be managed and taken.



8. PRINCIPLES OF EXCESS HOURS SCHEME

- (a) Employees of a business unit in the TAO are not eligible to participate in the Hours of Work arrangements according to this Agreement unless with the prior written approval of their respective Business Unit Manager.
- (b) For eligible employees, additional hours according to this Agreement may only be accrued in the specified period of 1 July to 31 October each year.
- (c) Time off in lieu of overtime accrued during the specified period will be taken as time off duty at time for time-and-one-quarter (1:1.25).
- (d) When overtime is worked during the specified period, an employee may elect, with the consent of their manager, to take time off in lieu of payment for that overtime at a time or times agreed between the employee and their manager.
- (e) Time off in lieu accrued during the specified period is required to be taken prior to 30 April in the following year except by agreement between an employee and the Chief Operating Officer.
- (f) If the employment of an employee ceases to be subject to this Agreement and that employee has an outstanding time off in lieu accrual due to the operation of this Agreement, that accrual will be paid out at time for time-and-one-quarter (the rate at which it was accrued).
- (g) To avoid doubt, time off in lieu of overtime accrued during the specified period will not be paid out except in accordance with 8(f). The time for time-and-one-quarter penalty replaces the payment of overtime during the specified period.
- (h) Overtime worked outside the specified period of any year will be managed consistent with Tasmanian State Service Award Part VI, Section 4
- (i) The provisions of this Agreement are to be managed in accordance with the TAO Standard Operating Procedure regarding the "Hours of Work Agreement 2016".



9. PROCESS FOR NEGOTIATING AN EXCESS HOURS PLAN

- 9.1. Prior to an eligible employee working overtime during the specified period as per this Agreement the employee and their respective Authorised Officer must agree and document an Excess Hours Management Plan.
- 9.2. The Excess Hours Management Plan will set the amount of excess hours that an employee can accrue during the specified period in order to complete all audits by the statutory or agreed deadlines. The Excess Hours Management Plan will also include agreed leave management plans for taking off the accrued hours.
- 9.3. In recognition that predicting the amount of work required to complete all audits on time is difficult, Excess Hours Management Plans will set a range for the excess hours an employee can accrue rather than a specific number.
- 9.4. As Excess Hours Management plans are personalised to each employee factors such as the employee's fulltime equivalence and work location will be taken into consideration when determining the range of excess hours agreed. For example, employees whose audits require higher levels of travel time may have higher ranges agreed.
- 9.5. An Excess Hours Management Plan can be reviewed during the specified period.

10. REVIEW

- 10.1. The parties agree to review the practical operation of this Agreement in May of each year of operation. The review will have regard to matters including but not limited to the amount of hours accrued and by whom and the expenditure of those hours.

11. DISPUTE RESOLUTION

- 11.1. The Grievance and Disputes Settling procedure of the Tasmanian State Service award outlines the process for addressing any issues that may arise from the implementation of the Agreement.



12. NO EXTRA CLAIMS

- 12.1. The parties to this Agreement undertake that, for the life of this Agreement, they will not initiate any additional claims regarding the subject matter of this Agreement.



SIGNATORIES

This Agreement is made in Hobart on this 17th day of May 2016.

SIGNED FOR AND ON BEHALF OF:

The Minister administering the *State Service Act 2000*

[Signature].....(Name)

Director, SSMD.....(Position)

SIGNED FOR AND ON BEHALF OF:

Community and Public Sector Union (State Public Services Federation of Tasmania) Inc.

Tom Lynca [Signature].....(Name)

GENERAL SECRETARY.....(Position)

