



FAIR WORK  
AUSTRALIA

## DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

### **Australian National Maritime Museum**

(AG2011/10882)

### **AUSTRALIAN NATIONAL MARITIME MUSEUM ENTERPRISE AGREEMENT 2011-2014**

Commonwealth employment

COMMISSIONER DEEGAN

CANBERRA, 22 JULY 2011

*Application for approval of the Australian National Maritime Museum Enterprise Agreement  
2011 - 2014.*

[1] An application has been made for approval of an enterprise agreement known as the Australian National Maritime Museum Enterprise Agreement 2011 - 2014 (Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (Act). The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The CPSU, the Community and Public Sector Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 29 July 2011. The nominal expiry date of the Agreement is 30 June 2014.



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**AUSTRALIAN  
NATIONAL MARITIME  
MUSEUM**

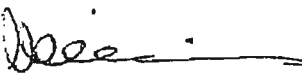
**ENTERPRISE AGREEMENT  
2011-2014**

Revised: 24 June 2011

**ENTERPRISE AGREEMENT 2011-2014**

By signing below, the employer and the union bound by this agreement signify their agreement to its terms:

For and on behalf of the Australian National Maritime Museum

Signature: 

Name: **Mary-Louise Williams**

Position: **Director  
Australian National Maritime Museum**

Dated: **14.7.2011**

For and on behalf of the employees of the Australian National Maritime Museum

Signature: 

Name: **ALISTAIR WATERS**

Position: **DEPUTY NATIONAL PRESIDENT  
COMMUNITY + PUBLIC SECTOR UNION**

Dated: **14/7/11**

## **TABLE OF CONTENTS**

### **PART A: INTRODUCTION**

CLAUSE	TITLE	PAGE
1	<u>Title</u>	4
2	<u>Purpose of Agreement</u>	4
3	<u>Consultation</u>	4
4	<u>Employee Representation</u>	5
5	<u>Freedom of Association</u>	5
6	<u>Equal Employment Opportunity</u>	5

### **PART B: SCOPE OF THE AGREEMENT**

7	<u>Coverage &amp; Persons Bound</u>	6
8	<u>Commencement &amp; Durations</u>	6
9	<u>Operation of Agreement</u>	6
10	<u>Individual Flexibility Arrangements</u>	7

### **PART C: REMUNERATION & PERFORMANCE MANAGEMENT**

11	<u>Salary Rates</u>	9
12	<u>Salary Increase</u>	9
13	<u>Payment of Salary</u>	9
14	<u>Method of Payment</u>	9
15	<u>Salary Packaging</u>	9
16	<u>Non-Ongoing Employees</u>	10
17	<u>Progression Within the Pay Scale</u>	10
18	<u>Movements Between APS Agencies</u>	11
19	<u>Salary on Reduction</u>	11
20	<u>Payment on Death</u>	11
21	<u>Classification Review</u>	11
22	<u>Studies Assistance</u>	11
23	<u>Museum Performance Management Plan (PMP)</u>	12
24	<u>Managing Underperformance</u>	12
25	<u>Superannuation</u>	13

### **PART D: SHIFT WORK, OVERTIME & ALLOWANCES**

26	<u>Shift Work</u>	14
27	<u>Overtime</u>	14
28	<u>Emergency Duty</u>	15
29	<u>Extra Dependant Care Costs</u>	15
30	<u>Meal Allowance</u>	15
31	<u>Higher Duties Allowance</u>	16
32	<u>Motor Vehicle Allowance</u>	16
33	<u>Disability Allowance</u>	16
34	<u>First Aid Allowance</u>	16

CLAUSE	TITLE	PAGE
35	<u>Fire Warden Allowance</u>	17
36	<u>Loss or Damage to Clothing</u>	17
37	<u>Community Language Allowance</u>	17
38	<u>Air Travel</u>	17
39	<u>Domestic Travelling Allowance</u>	18
40	<u>Overseas Travelling Allowance</u>	18
41	<u>Relocation Assistance</u>	18

#### **PART E: WORKING ARRANGEMENTS**

42	<u>Regular Working Hours</u>	19
43	<u>Flexible Working Hours</u>	19
44	<u>Part-Time Work &amp; Job Sharing</u>	20
45	<u>Working from Home</u>	21
46	<u>Arrangements to Assist Staff in Crisis</u>	21
47	<u>Meeting Times</u>	21

#### **PART F: LEAVE ARRANGEMENTS**

48	<u>Recreation Leave</u>	22
49	<u>Purchased Leave</u>	22
50	<u>Personal Leave</u>	23
51	<u>War Service Sick Leave</u>	24
52	<u>Defence Reservists Leave</u>	24
53	<u>Miscellaneous Leave</u>	25
54	<u>Long Service Leave</u>	26
55	<u>Maternity Leave</u>	26
56	<u>Adoption &amp; Foster Carer's Leave</u>	26
57	<u>Parental Leave</u>	26
58	<u>Portability of Leave</u>	27
59	<u>Public Holidays</u>	27

#### **PART G: WORKING ENVIRONMENT**

60	<u>Occupational Health and Safety</u>	28
61	<u>Eyesight Testing</u>	28
62	<u>Vaccinations</u>	29
63	<u>Employee Assistance Programs</u>	29
64	<u>Environment</u>	29

#### **PART H: REDEPLOYMENT, REDUNDANCY & RESIGNATION**

65	<u>Application</u>	30
66	<u>Excess Employee</u>	30
67	<u>Consultation</u>	30
68	<u>Voluntary Redundancy &amp; Consideration Period</u>	30
69	<u>Involuntary Redundancy &amp; Retention Period</u>	31
70	<u>Redundancy Payment</u>	32
71	<u>Resignation</u>	33

<b>PART I: DISPUTE SETTLING PROCEDURES</b>
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CLAUSE	TITLE	PAGE
72	<u>Dispute Settling Procedures</u>	34
73	<u>Review of Decision to Terminate Employment</u>	35

<b>ATTACHMENTS</b>
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A	<u>Salary Rates</u>	
B	<u>Supported Salary Payments for Employees with a Disability</u>	
C	<u>Definitions</u>	

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## **PART A: INTRODUCTION**

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### **1 Title**

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- 1.1 This Agreement will be known as the Australian National Maritime Museum Enterprise Agreement 2011 – 2014.

### **2 Purpose of Agreement**

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- 2.1 The purpose of this Agreement is to establish the employment terms and conditions of the Australian National Maritime Museum employees which will enable the Museum to perform its functions under the *Australian National Maritime Museum Act 1990*.

### **3 Consultation**

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- 3.1 The ANMM is committed to consulting its employees about significant workplace matters affecting them.
- 3.2 The parties agree, to the extent that it is reasonable, to ensure that employees receive information about these matters and have a genuine opportunity to contribute, and have their views taken into account, before final decisions are made
- 3.3 The formal consultative mechanism will be the Joint Consultative Council (JCC) which will consist of 3 management representatives, 3 employee representatives elected by ballot and a representative from the CPSU.
- 3.4 The JCC will meet at least 3 times each year. Additional meetings of the full JCC, or part thereof, can be held at the request of either the management or employee representatives.
- 3.5 Matters which can be considered by the JCC include, but are not limited to:
- (a) implementation of this Agreement;
  - (b) issues or disputes arising from the general operation or interpretation of this Agreement;
  - (c) organisational or technological change;
  - (d) development, operation and variation of ANMM policies and procedures that impact on the terms and conditions of employment;
  - (e) accommodation and amenities;
  - (f) impact on employees of government policies and programs, including workplace relations; and,
  - (g) implementation of global warming and environment initiatives.

- 3.6 Any employee may refer a matter, through a representative, for the consideration of the JCC.
- 3.7 Disagreements or disputes over an individual employee's entitlements or matters affecting only an individual employee, or group of employees, will be dealt with in accordance with the Dispute Resolution provisions of this Agreement.
- 3.8 The Occupational Health and Safety committee will provide a report to the JCC.

#### **4 Employee Representation**

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- 4.1 In matters arising under this Agreement, an employee may choose to have a representative, which may be a union representative, to assist, represent, or advocate on their behalf and all relevant persons to the matter will deal with the chosen representative in good faith. The ANMM will seek to facilitate group or individual meetings between employees and their representatives.
- 4.2 Employees who perform a role as an employee representative will be provided with appropriate facilities, including email, written materials, and the ANMM intranet, and reasonable time, to perform their functions and they will not suffer any adverse employment related consequence as a result of performing these functions.
- 4.3 Employee representatives will be able to attend training courses on workplace relations and OH&S during work time subject to operational requirements. In exercising their rights, representatives will consider operational requirements, ANMM policies and guidelines, and the likely effect on the efficient operation of the ANMM and the provision of its services.

#### **5 Freedom of Association**

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- 5.1 The ANMM recognises that employees are free to choose to join or not join a union. Irrespective of that choice employees will not be disadvantaged or discriminated against in respect of their employment under this agreement. Employees who choose to be members of a union have the right to have their industrial interests represented by that union.

#### **6 Equal Employment Opportunity**

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- 6.1 The ANMM is committed to ensuring its policies and procedures are non-discriminatory and contribute to good Equal Employment Opportunity (EEO) outcomes, particularly for the designated groups listed in the *Equal Employment Opportunity (Commonwealth Authorities) Act 1987*.
- 6.2 During the life of this Agreement, the ANMM will consult with employees through the JCC about measures that may be implemented to improve the employment and professional development opportunities for EEO groups.

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## **PART B: SCOPE OF THE AGREEMENT**

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### **7 Coverage & Persons Bound**

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- 7.1 This agreement is an Enterprise Agreement made under s.172(2) of the *Fair Work Act 2009*, and will apply to and cover:
- (a) the Director of the Australian National Maritime Museum;
  - (b) employees employed under the *Public Service Act 1999* by the Australian National Maritime Museum, other than SES employees, and employees covered by Australian Work Place Agreements; and,
  - (c) an employee organisation that Fair Work Australia has noted in its decision to approve this Agreement that the Agreement covers the organisation.

### **8 Commencement & Duration**

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- 8.1 This Agreement will come into operation seven days after it is approved by Fair Work Australia and has a nominal expiry date of 30 June 2014.

### **9 Operation of Agreement**

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- 9.1 This Agreement is a comprehensive agreement.
- 9.2 This Agreement states the terms and conditions of employment of the employees covered by this Agreement other than terms and conditions applying under Commonwealth law.
- 9.3 During the period starting on the date this Agreement starts operating and ending on the nominal expiry date, no further claims may be pursued in respect of terms and conditions of employment by a party to the Agreement or an employee whose employment is subject to the Agreement, whether or not these terms and conditions relate to a matter that is expressly covered by this Agreement, except where such claims are consistent with this Agreement.
- 9.4 For the assistance and guidance of supervisors and employees, particular policies and guidelines are identified in the relevant clause. These policies and guidelines do not form part of this agreement. If there is any inconsistency between the policies and guidelines and the express terms of this agreement, the express terms of the agreement will prevail.

## **10 Individual Flexibility Arrangements**

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- 10.1 Notwithstanding any other provision of this Agreement, the ANMM and an individual employee may agree to vary remuneration and the application of certain terms of this Agreement to meet the genuine needs of the ANMM and the employee.
- 10.2 The terms the ANMM and the individual employee may agree to vary the application of are those concerning:
- (a) arrangements for when work is performed;
  - (b) overtime rates;
  - (c) penalty rates;
  - (d) allowances; and
  - (e) leave loading.
- 10.3 The ANMM and the individual employee must have genuinely made the agreement without coercion or duress.
- 10.4 The agreement between the ANMM and the individual employee must be confined to matters permitted under s.172(1) of the *Fair Work Act 2009*, must not include unlawful terms as defined by s.194, and must result in the individual employee being better off overall than the employee would have been if no individual flexibility agreement were agreed to.
- 10.5 The arrangement between the ANMM and the individual employee must also:
- (a) be in writing, name the parties to the arrangement and be signed by the ANMM and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - (b) state each term of this Agreement that the ANMM and the individual employee have agreed to vary;
  - (c) detail how the application of each term has been varied by agreement between the ANMM and the individual employee;
  - (d) detail how the arrangement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - (e) state the date the arrangement commences to operate.
- 10.6 The ANMM must give the individual employee a copy of the flexibility arrangement and keep the arrangement as a time and wages record.
- 10.7 The agreement may be terminated:
- (a) by the ANMM or the individual employee giving four weeks' notice of termination, in writing, to the other party and the arrangement ceasing to operate at the end of the notice period; or

- (b) at any time, by written agreement between the ANMM and the individual employee.
- 10.8 The right to make an arrangement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between the ANMM and an individual employee contained in any other term of this award.
- 10.9 An individual flexibility arrangement will be enforceable as if a term of this Agreement.

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## **PART C: REMUNERATION & PERFORMANCE MANAGEMENT**

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### **11 Salary Rates**

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- 11.1 Attachment A details the salary rates payable to employees.
- 11.2 Supported salary rates and conditions of employment as set out in Attachment B shall apply to an employee with a disability who is eligible for consideration under the supported wage system.
- 11.3 Junior rates of pay will be calculated as a percentage of the minimum APS Level 1 adult salary as follows:
- |               |     |
|---------------|-----|
| Under 18 year | 60% |
| at 18 years   | 70% |
| at 19 years   | 81% |
| at 20 years   | 91% |

### **12 Salary Increases**

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- 12.1 Employees will receive a 4.0% pay increase in actual base rates of pay with effect from the date the Agreement comes into operation. This increase will be paid from the first full pay period on or after the date it comes into operation.
- 12.2 Employees will receive a further 4.0% pay increase with effect from the 1<sup>st</sup> July 2012, a further 4% on 1 July 2013 and will be paid from the first full pay period after this date.

### **13 Payment of Salary**

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- 13.1 Employees will be paid fortnightly in accordance with the following formula
- $$\text{Fortnightly Pay} = \text{Salary} \times 12/313$$

### **14 Method of Payment**

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- 14.1 Employees will have their fortnightly salary paid by electronic funds transfer into a financial institution of their choice.

### **15 Salary Packaging**

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- 15.1 Employees may choose to sacrifice part of their salary for a non-cash benefit, subject to compliance with any Government directives and taxation legislation.

- 15.2 Salary packaging services are provided to employees by a single service provider. More information regarding the services provided may be found in the relevant section of the ANMM's Salary Sacrifice Policy and Guidelines.
- 15.3 Any fringe benefits tax and administration costs incurred as a result of the employee's remuneration packaging arrangements will be met by the employee on a salary sacrifice basis.
- 15.4 Where an employee chooses to sacrifice their salary, their pre-sacrifice salary will be considered as salary for all purposes including superannuation, severance and termination purposes

## **16 Non-Ongoing Employees**

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- 16.1 Casual employees, who are non-ongoing employees engaged on an irregular or intermittent basis, shall receive a 20% loading on their salary in lieu of access to all forms of paid leave (other than long service leave) and payment for public holidays on which the employee is not required to work.
- 16.2 A non-ongoing part-time employee who is required to perform duty in excess of their regular hours on a Monday to Friday may accrue flexitime or be paid at single time until they have worked the hours of a standard full-time week i.e 36.45 hours.
- 16.3 Where a non-ongoing part-time employee is required to work overtime on a Saturday, Sunday or Public Holiday, or has completed the equivalent hours of a standard week or has worked outside the standard day, the overtime provisions are applicable.
- 16.4 A non-ongoing employee, employed on a full or part time basis, will be given notice of the date upon which his or her employment will end. One weeks notice will be given for a period of employment less than 6 months and two weeks for a period of more than 6 months.

## **17 Progression Within the Pay Scale**

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- 17.1 An employee demonstrating satisfactory or higher performance for 12 months at a particular pay point will be eligible to progress one pay point within the employee's classification pay scale.
- 17.2 An employee demonstrating satisfactory or higher performance while performing duties of a higher classification for more than 261 regular working days, or the part-time equivalent, will be eligible to progress one pay point within the higher classification pay scale.
- 17.3 Where the employee is promoted and has previously acted at the classification level of the promotion and attained a higher point in the range, salary payable on promotion will be at least at the point attained.

- 17.4 Where a non-ongoing employee is engaged for separate periods of employment at the same or higher classification level, periods of service will count towards progression within the pay scale providing the breaks in the periods of service are less than two months.
- 17.5 An employee may be able to progress two pay points subject to meeting relevant requirements. Further information may be found in the Museum's Performance Management Plan, policy and guidelines.

## **18 Movements Between APS Agencies**

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- 18.1 An APS employee moving to the ANMM whose salary in their previous agency (current salary) exceeds the current maximum of the current salary level in this agreement, will be maintained on their current salary until such time as their salary is absorbed by ANMM pay increases.

## **19 Salary on Reduction**

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- 19.1 Where an employee agrees, in writing, to temporarily perform work at a lower work classification level, the Director may determine in writing that the employee shall be paid a rate of salary applicable to that level.

## **20 Payment on Death**

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- 20.1 Where an employee dies, or the Director directs that an employee will be presumed to have died on a particular date, the Director may authorise a payment of the amount which the former employee would have been entitled had he or she ceased employment on resignation or retirement. Long Service Leave credits will be paid out in accordance with the *Long Service Leave Act (Commonwealth Employees) 1976*.
- 20.2 Payment of an amount authorised by the Director under clause 20.1 shall be made to the Executor of the former employee's estate, the administrator of the former employee's estate, the Public Trustee or such other person as the law requires in the jurisdiction pertaining to the former employee.

## **21 Classification Review**

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- 21.1 An employee who believes the job they undertake is classified at the incorrect level may request a review. The review process to be followed may be found in the relevant section of the ANMM's Job Evaluation Procedure.

## **22 Studies Assistance**

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- 22.1 The ANMM is committed to developing its workforce and enhancing future employment opportunities for its employees by providing studies assistance.
- 22.2 In balancing the requirements of the ANMM and meeting the development needs of its employees, the ANMM will provide assistance with learning and development opportunities that:
- (a) have a clear connection with the ANMM's functions and objectives
  - (b) have a direct link to performance management plans; and,
  - (c) assist the employee's ongoing career development.
- 22.3 All applications for studies assistance must be in writing on the ANMM studies assistance application form. More information may be found in the ANMM's Studies Assistance Policy & Guidelines.
- 22.4 If an employee is selected to participate in an approved secondment or exchange program, the Museum will assist by meeting airfare and reasonable accommodation costs in relation to the study they are undertaking.
- 22.5 Employees recruited as Trainee APS (Administrative), and their equivalent will undertake a course of training as required. When the Director is satisfied that the course of training has been successfully completed the trainee will be classified as an APS Level 1.

## **23 Museum Performance Management Plan (PMP)**

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- 23.1 The ANMM's performance management plan provides a mechanism for the establishment and recording of individual employee's performance objectives at the beginning of each cycle, a review at mid cycle, and for a performance assessment at the end of the cycle.
- 23.2 Incremental salary advancement will be dependent on the achievement of a PMP assessment rating of 'effective'.

## **24 Managing Underperformance**

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- 24.1 Underperforming employees will be dealt with fairly and promptly and will be given assistance, and the opportunity, to improve their performance to an acceptable level.
- 24.2 Where performance consistently falls below the required standard despite attempts to improve performance, the following procedures may apply. These procedures are designed to assist an employee to improve his or her performance.
- 24.3 The manager will provide an underperforming employee with a written warning of the need for his or her performance to improve. The warning will specify;

- (a) the acceptable standard of work;
  - (b) how the employee's work does not meet the standard; and
  - (c) that the performance will need to improve over the next 3 months (assessment period).
- 24.4 During the assessment period, the manager will assess the employee's performance on a fortnightly basis and prepare a progress report on the performance. The employee must be given the opportunity to provide comment on the manager's progress report.
- 24.5 If the employee has met the expected standard of performance at the end of the assessment period, no further action will be taken.
- 24.6 If at the end of the assessment period, the employee's performance fails to meet the expected standard, the Director may issue a Notice of Intention to:
- (a) re-assign duties;
  - (b) reduce the employee's classification; or,
  - (c) terminate the employee on the grounds of unsatisfactory performance.
- 24.7 The employee will have seven days to show cause why this action should not be taken. The Director has the discretion to extend this period in special circumstances.
- 24.8 The Director, having considered any representation submitted, may effect the re-assignment of duties at the same or reduced classification level of the employee or issue a notice of termination.
- 24.9 Employees may seek the assistance of a representative of their choice at any stage of the above process.

## **25 Superannuation**

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- 25.1 The ANMM will provide an employer superannuation contribution of 15.4%, (calculated on the basis of Ordinary Time Earnings), if the Employee is eligible for membership of the Public Sector Superannuation Accumulation Plan, PSS (Ap).
- 25.2 An Employee who is not eligible for membership will receive superannuation entitlements in accordance with applicable Commonwealth legislation.
- 25.3 If the Employee chooses an approved fund other than the PSS (Ap), the amount of the employer contribution will be based on 15.4% of the Employee's Fortnightly Contributory Salary (FCS), or an identical amount to which would otherwise be paid into the PSS (Ap).

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## **PART D: SHIFT WORK, OVERTIME & ALLOWANCES**

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### **26 Shift Work**

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- 26.1 Employees engaged prior to 12 October 1998 and required to work shift work, ie, regular hours of work any part of which falls after 1800 and before 0630, for a fixed period, will be paid a loading of 15% additional to their ordinary rate of pay. A 30% loading will be paid if the shift is for 4 continuous weeks and falls between the hours of 1800 and 0800.
- 26.2 If they are required to work a shift which includes a Saturday or a Sunday they will be paid a loading of 50% and 100% respectively for the work performed on those days. A loading of 150% will be paid for shift work performed on a Public Holiday.
- 26.3 Employees engaged on or after 12 October 1998 and required to work shift work, ie, regular hours of work any part of which falls after 1900 and before 0700, for a fixed period, will be paid a loading of 15% additional to their ordinary rate of pay. A 30% loading will be paid if the shift is for 4 continuous weeks and falls between the hours of 1900 and 0600.
- 26.4 If they are required to work shifts on a Saturday, Sunday or Public Holiday; they will be paid a loading of 50%.
- 26.5 Overtime rates will apply where employees are directed to work additional hours at the conclusion of their shift.

### **27 Overtime**

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- 27.1 Overtime is work performed at the direction of management by staff other than Executives Level 1 and 2 outside the employee's regular work hours or where the employee has worked in excess of 11 hours on the day.
- 27.2 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. More information regarding the administration of overtime may be obtained from the Human Resources Section.
- 27.3 Time spent travelling to or from work will not count as part of an additional duty attendance. There will be a minimum amount of two hours paid for each separate attendance for overtime.
- 27.4 Time in lieu is the standard form of compensation for all overtime, subject to the provisions below.

- 27.5 Where overtime is performed, time in lieu is accumulated at the following rates;
- (a) time and a half for the first three hours and double time thereafter for all overtime, Monday to Saturday, other than public holidays;
  - (b) double time for all overtime on Sunday;
  - (c) time and a half for all overtime during regular hours on a public holiday; and
  - (d) double time and a half for all overtime outside regular hours on a public holiday; and
  - (e) time in lieu at single time is applicable where a public holiday falls on an employee's regular day off and they are not required to attend for duty. This does not apply to Easter Saturday.
- 27.6 Where an employee has been unable to take time in lieu within three months, or leaves the ANMM and is unable to take time in lieu, payment of the overtime will be authorised.
- 27.7 Where an employee works overtime he or she will be entitled to an 8 hour break plus reasonable travelling time before recommencing work without incurring any loss of pay.

## **28 Emergency Duty**

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- 28.1 Where an employee, (APS 1 to 6 level), is recalled to duty to attend to emergency, at a time which is outside the employee's regular working hours, and where the employee was not given notice that they would be recalled, the employee will receive a payment of no less than two hours at double time.

## **29 Extra Dependant Care Costs**

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- 29.1 The Director may authorise reimbursement of extra dependent care costs incurred as a consequence of an employee being directed to undertake business travel or to work hours in addition to their agreed regular hours.
- 29.2 Reimbursement of such costs will be subject to the employee obtaining prior approval from their Branch Head, and on the presentation of receipts, or other satisfactory evidence, of the extra costs incurred.

## **30 Meal Allowance**

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- 30.1 Where employees work approved overtime outside their regular working hours, and this overtime extends over a meal allowance period, they will be eligible for a meal allowance of \$25.80, or as varied from time to time by an Australian Taxation Office Determination.

The meal allowance periods are as follows:

0700 to 0900

1200 to 1400

1800 to 1900

0000 to 0100

- 30.2 A meal allowance is not payable where a meal has been provided.

### **31 Higher Duties Allowance**

---

- 31.1 Employees required to undertake work at a higher level will be paid at the higher level for work performed where the vacancy is for a period of at least ten continuous working days, or the part-time equivalent, including where the usual occupant is on flex leave and public holidays.
- 31.2 Part-time employees undertaking temporary assignment of duties at a higher classification in a full time job will be paid on a pro-rata basis.
- 31.3 If a position is vacant for ten working days and the temporary assignment of duties is to be shared between two or more people, each occupant will be eligible for payment of temporary assignment of duties allowance for the period of their performance.

### **32 Motor Vehicle Allowance**

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- 32.1 The Director may authorise an employee to use a privately owned vehicle for official purposes when it will be more cost efficient. When so authorised, an employee will be entitled to a motor vehicle allowance, more information on which may be found in the ANMM's Domestic Travel Policy & Guidelines.

### **33 Disability Allowance**

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- 33.1 In unusual or exceptional circumstances where an employee is exposed to a working environment that causes inconvenience, or discomfort, then the Director may authorise the payment of an allowance or hourly rate to apply for the duration that the employee is inconvenienced while continuing to work.

### **34 First Aid Allowance**

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- 34.1 Employees who possess a current First Aid Certificate, and perform the role of a First Aid Officer, will be entitled to be paid a first aid allowance of \$29.90 per fortnight. The rate will be adjusted on 30<sup>th</sup> June each year by the ABS reported CPI increase for the 12 months preceding 31<sup>st</sup> March of that year.

### **35 Fire Warden Allowance**

---

- 35.1 Employees who perform the role of a Fire Warden, having completed on site training and being assessed as competent, will be entitled to be paid an allowance of \$29.90 per fortnight. The rate will be adjusted on 30<sup>th</sup> June each year by the ABS reported CPI increase for the 12 months preceding 31<sup>st</sup> March of that year.
- 35.2 An employee cannot receive both a first aid allowance and a fire warden allowance.

### **36 Loss or Damage to Clothing**

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- 36.1 The Director may approve reimbursement of reasonable expenses for loss or damage to clothing or personal effects which occurred in the course of an employee's work.

### **37 Community Language Allowance**

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- 37.1 Where there is an identifiable and continuing need for particular language skills, and an employee possesses the required level of competency to provide client or employee services in languages other than English, the Director may approve the payment of an allowance to the employee at the following rates:

	First year	Second Year
Rate 1:	\$ 656 pa	\$ 683 pa
Rate 2:	\$1,311 pa	\$1,364 pa

- 37.2 More information on the administration of this allowance may be obtained from Human Resources.

### **38 Air Travel**

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- 38.1 Employees are entitled to economy class air travel when required to travel on business within Australia.
- 38.2 Employees are entitled to business class when required to travel on business overseas. Employees however may agree to travel economy class if requested by the ANMM.
- 38.3 If an employee undertakes an overseas flight on business, with a continuous travel time of more than 12 hours, then the employee will be entitled to a rest period, as determined by the ANMM, before commencing duty at the destination or at the ANMM after the return flight.
- 38.4 If the continuous travel time exceeds 24 hours then an additional rest period may be approved by the ANMM.

- 38.5 A rest period is defined as a period of sufficient duration to enable overnight rest, but not longer than 24 hours.

### **39 Domestic Travelling Allowance**

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- 39.1 An allowance will be payable, in advance, to an employee who travels on official business and is required to meet accommodation, meal and incidental costs incurred while travelling.
- 39.2 The Director may, subject to the presentation of receipts, authorise an additional payment in circumstances where an employee has incurred reasonable costs in excess of the Travelling Allowance.
- 39.3 Where an employee does not undertake the anticipated travel, or undertakes travel for a lesser period, he or she will repay the allowance paid for the travel not undertaken.
- 39.4 Where an employee is provided with either accommodation or meals, or both, at the Museum's expense, then the employee will be paid a reduced allowance.
- 39.5 More information relating to domestic travel allowance, including the amounts payable, may be found in the ANMM's Domestic Travel Policy & Guidelines.

### **40 Overseas Travelling Allowance**

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- 40.1 Where an employee is required to travel overseas on ANMM business, they will be provided with an acquitable cash advance to cover expenses expected to be incurred in the course of their travel.
- 40.2 The Director may, subject to the presentation of receipts, or other satisfactory evidence, authorise an additional payment in circumstances where an employee has incurred reasonable costs in excess of the cash advance. Any unspent portion of the advance must be repaid by the employee.
- 40.3 More information relating to overseas travel, and recall to duty while overseas, may be found in the ANMM's Overseas Travel and Recall to Duty Policy.

### **41 Relocation Assistance**

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- 41.1 The Director may determine the extent of any financial assistance for relocation from one locality to another upon promotion, engagement, re-assignment of duties or movement between agencies.

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## **PART E: WORKING ARRANGEMENTS**

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### **42 Regular Working Hours**

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- 42.1 Regular working hours are an employee's agreed daily hours of work, which must be worked between 0700 and 1900, (on any day of the week), and must, for full time employees, total 147 hours in any four week period, including leave.
- 42.2 All employees agree to work an additional 4 minutes, each day, on completion of their regular working hours. In return, full time employees will be entitled to take two working days off on pay between Christmas and New Years Day. Part time employees will be entitled to take time off equivalent to their accrued extra time.
- 42.3 If an employee is unable to take time off between Christmas and New Years Day due to the ANMM's operational requirements, the employee will be entitled to take two days off at a later time agreed with their supervisor.
- 42.4 Leave accruals and deductions, deductions for unauthorised absences, deductions for participation in industrial action, and calculations relating to overtime and part-time hours will continue to be based on a standard day of 7 hours and 21 minutes.
- 42.5 A meal break of at least 30 minutes must be included after five continuous hours of work. The maximum daily regular hours are eleven hours. An employee will not work more than 10 consecutive days without a day off.
- 42.6 An employee's regular hours can be changed, through agreement with the employee's supervisor, to take effect from the next settlement period. Where no agreement is reached, regular hours will be 0830 to 1230 and 1330 to 1651, Monday to Friday.
- 42.7 An employee may refuse to work hours they deem unreasonable. Unreasonable hours are those that cause a negative impact on the employee's health, safety and/or work performance.
- 42.8 Leave will be credited and debited on the basis of an employee's regular hours.
- 42.9 New employees may be recruited on the basis that they work on any day of the week, in a mutually agreed pattern, in accordance with clauses 42.1 and 42.2.

### **43 Flexible Working Hours**

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- 43.1 The flexible working hours scheme, flex-time, is available to Museum employees occupying positions classified in APS 1 to APS 6 range.
- 43.2 The bandwidth for normal working hours is 0700 to 1900 Monday to Sunday. Under the flex-time scheme, subject to the supervisor's approval, an employee may commence and finish work at any time within this bandwidth.

- 43.3 Where an employee works more than their regular hours on a day they can accumulate flex credits equivalent to the extra time worked, noting that an employee shall not work more than eleven hours in any one day, and must not work more than five hours without a meal break of at least thirty minutes.
- 43.4 Flex leave is where an employee, with prior approval of the supervisor, works less than their regular hours on any day, and therefore incurs a flex debit.
- 43.5 Employees participating in the flex-time scheme must record their times of attendance on a daily basis, including their flex credits and debits, and submit these records on a monthly basis to their supervisor.
- 43.6 The maximum flex credit and flex debit that may be carried forward at the end of each month are 40 hours and 10 hours respectively.
- 43.7 Flex credits are not payable on resignation, retirement or termination from the Museum, however, flex debits will be deducted from final monies.
- 43.8 An employee's ability to participate in the flex-time scheme is conditional on the employee's compliance with the conditions and the administration of the scheme.
- 43.9 More information regarding the operation of the flex-time scheme may be obtained from Human Resources.

#### **44 Part-Time Work & Job Sharing**

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- 44.1 A part-time employee is one whose agreed regular hours of work are less than 147 hours over the four week settlement period. A minimum of three hours are to be worked consecutively on any day.
- 44.2 Part-time employees must work a standard week, ie, 36 hours 45 minutes before being eligible to work overtime/and or accrue Time Off in Lieu (TOIL)
- 44.3 Remuneration and other entitlements for part-time employees will be calculated on a pro-rata basis, apart from allowances which are reimbursements, where part-time employees will receive the same amount as full-time staff.
- 44.4 A part-time employee may access the flextime scheme subject to the agreement of their supervisor.
- 44.5 The introduction, extension, variation or cessation of part-time employment may be initiated by either management or an employee. An employee will not be required to convert from full-time to part-time work or from part-time to full-time work, without his or her agreement.
- 44.6 Job sharing, initiated by two employees at the same classification, who would like to share a full time job, may be approved by the Director.

- 44.7 Wherever possible, the ANMM will agree to requests for regular part-time work from an employee returning directly from parental/adoption/foster carer's leave for a period of two years after the employee's return to work up to a maximum of three years after the child's birth or placement, and otherwise in accordance with the *Fair Work Act 2009*.

#### **45 Working from Home**

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- 45.1 An employee may be authorised by the Director, on recommendation of their Branch Head, to work from home in exceptional circumstances, eg, when an employee is required to care for an ill dependant. This arrangement does not extend to studying from home.
- 45.2 Applications shall be made in writing and submitted to the employee's supervisor. The supervisor will consider each application on its merits and will make a recommendation, which considers the impact on efficient operations, to the Branch Head. The employee will be advised in writing of the decision.
- 45.3 Working from home will only be permitted if the home work site is assessed by the ANMM's OH&S consultant as safe for work and is secure.
- 45.4 In the event of a change in circumstance, eg, the requirement to extend a work from home period, the employee shall contact their supervisor as soon as practicable to advise of the change and confirm the ability to continue to work productively.

#### **46 Arrangements to Assist Staff in Crisis**

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- 46.1 When an employee has an urgent requirement for leave to attend to a personal crisis the Director may approve a temporary working arrangement such as working from home, part-time work, or job share to assist the employee.

#### **47 Meeting Times**

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- 47.1 To assist staff to balance their work and family/personal responsibilities, meetings will generally not be scheduled before 0930 and will conclude by 1700.

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## **PART F: LEAVE ARRANGEMENTS**

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### **48 Recreation Leave**

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- 48.1 A full time employee is entitled to four weeks paid recreation leave for each full year of service. Leave accrues progressively. A shift worker is entitled to a further week's paid recreation leave for each full year of service. A part time employee accrues leave pro rata based on the regular hours worked.
- 48.2 Recreation leave will not accrue during any period of unauthorised absence or leave without pay that does not count as service.
- 48.3 Accrued leave entitlements may be taken at any time with the approval of the employee's supervisor.
- 48.4 Where a designated public holiday occurs, for which the employee is entitled to payment, during any period of recreation leave, the period of the holiday is not deducted.
- 48.5 Where the recreation leave of an employee is cancelled, or an employee is recalled to duty, the employee will be re-credited their recreation leave not taken and reimbursed reasonable costs incurred or forgone as a result of the recall to duty.
- 48.6 If an employee has excess recreation leave credits, ie, more than 8 weeks' accrued, the employee may be directed onto recreation leave for a period not exceeding 1/4 of the amount accrued.
- 48.7 The Director may, in exceptional circumstances, allow an employee to accrue leave entitlements in excess of 8 weeks.

### **49 Purchased Leave**

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- 49.1 An employee may elect to purchase up to four weeks additional leave per year.
- 49.2 Purchased leave will not affect entitlements for other forms of leave or an employee's continuity of service.
- 49.3 More information regarding the purchase of additional leave may be found in the relevant section of the ANMM's Purchased Leave Policy.
- 49.4 An employee approaching retirement may apply to work for a further four years with a proportion of their salary withheld over that time to fund a period of leave in the fifth year.

- 49.5 With the approval of the Director, the employee's salary can be withheld at a rate of 10% per annum for four years to fund six months leave or at a rate of 20% per annum for four years to fund 12 months leave. The withheld salary will be repaid in the fifth year in equal instalments, fortnightly, for the period of the leave.
- 49.6 Purchased leave for retirement counts as service for recreational and long service leave accrual purposes.
- 49.7 An employee will be reimbursed the balance of any withheld salary for purchased leave on the date their employment ends with the ANMM.

## **50 Personal Leave**

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- 50.1 An ongoing full-time employee will be credited with paid personal leave of 147 hours on appointment. A further 147 hours will be credited on completion of each 12 month period of service thereafter, and is cumulative. A part time employee will be credited with paid personal leave on a pro rata basis.
- 50.2 Non-ongoing employees will accrue 36 hours 45 minutes personal leave credit at the beginning of each three months service in the first year of service. On the completion of 12 months continuous service a further 147 hours personal leave will be credited. A non-ongoing part time employee will be credited with paid personal leave on a pro rata basis.
- 50.3 Non-ongoing employees appointed within the first 12 months of continuous service will have personal leave credits determined as if they commenced ongoing employment on the commencement of their non-ongoing employment.
- 50.4 An employee's application for personal leave may be approved by the Director, or delegate, in the following circumstances:
- (a) where the employee is unfit for duty due to illness or injury or attends a medical appointment;
  - (b) to care for members of their family or household who are ill or injured or for whom the employee has caring responsibilities;
  - (c) on the death of a member of the employee's family (after compassionate leave is exhausted);
  - (d) personal requirements associated with birth, adoption or fostering; or
  - (e) to attend to urgent personal problems or emergencies, for which personal leave is considered appropriate by the Director.
- 50.5 Compassionate leave will be provided in accordance with the *Fair Work Act 2009*.
- 50.6 Employees must advise their supervisor, or other appropriate member of staff, as soon as possible, of an absence, or their intention to be absent, on personal leave.

- 50.7 An employee will be required to produce a medical certificate, or other supporting documentary evidence, where absences for personal leave exceed 3 consecutive days or 5 days in total in a calendar year. Where absences exceed 5 days, without documentary evidence, the leave taken will be deemed to be unauthorised leave without pay.
- 50.8 A medical certificate stating that an employee suffers from a recurring medical condition, which may result in the employee being unfit for duty for no more than two consecutive days, will be accepted as a valid certificate for the period stated therein, (maximum of 6 months), for up to 5 days of personal leave.
- 50.9 The Director may approve the conversion of full pay personal leave to half pay personal leave for a long term illness. Personal leave without pay may be granted for personal illness or injury when paid leave entitlements have been exhausted.
- 50.10 The maximum continuous period of personal leave that can be granted will be as specified in the *Fair Work Act 2009*.
- 50.11 Accrued personal leave is not paid out on separation from the Museum.
- 50.12 More information regarding the application for, and granting of, personal leave may be found in the relevant section of the ANMM's Purchased Leave policy.

## **51 War Service Sick Leave**

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- 51.1 Employees with defence service under the *Veterans' Entitlement Act 1986* are eligible for additional sick leave in relation to war-caused injuries or diseases.
- 51.2 Eligible employees may accrue two separate credits, a special credit of nine weeks on commencement with the APS and an annual credit of three weeks for each year of APS service. Unused credits will accumulate to a maximum of nine weeks.

## **52 Defence Reservists Leave**

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- 52.1 The ANMM will provide employees who are Defence Reservists with access to the following leave to undertake Defence Reserve service or training;
- (a) 20 days leave on full pay each year (pro-rata for part-time employees) to undertake Defence Reserve service. For the purposes of this clause, a 'year' means a calendar year;
  - (b) an additional 10 days paid leave (pro-rata for part-time employees) to attend recruits/initial employment training, and;
  - (c) scope for additional leave for Defence service, either on a paid, unpaid or top-up pay basis, subject to specific approval on each occasion.

- 52.2 Written evidence will be required from Australian Defence Force for Defence Reserve leave and, whenever possible, at least three months notice should be given.
- 52.3 The Defence Reservists will not be required to pay their tax-free Reserve salary to the ANMM in any circumstances.
- 52.4 Defence Reserve leave entitlements may accumulate and be taken over a two year period.
- 52.5 Defence Reserve leave with pay, without pay or top-up pay will count as service for all purposes, except when period or periods of leave without pay in excess of six months will not count as service for recreation leave purposes.

### **53 Miscellaneous Leave**

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- 53.1 Miscellaneous Leave, paid or unpaid, may be granted by the Director, having regard to the operational needs of the ANMM, including for purposes that the Director considers to be in the interests of the ANMM. If leave is not granted a written explanation will be provided to the staff member.
- 53.2 Paid Miscellaneous Leave will be available to employees who are members of the NSW State Emergency Service or the NSW Rural Fire Service and are called up to serve during a state or national emergency. Unpaid leave will be made available for regular training, reasonable recovery time and ceremonial duties associated with these services.
- 53.3 Paid leave will also be granted to employees to attend a blood bank for the purposes of donating blood.
- 53.4 Employees are entitled to paid leave to attend jury service. Payment from the court for attending jury service is not to be accepted. Meal and travel allowance may be accepted.
- 53.5 An employee must notify his or her supervisor as soon as possible regarding the requirement to take leave to attend an emergency, give blood or attend jury service.
- 53.6 Proof of attendance and the duration of attendance are to be obtained from the appropriate authority, or court, and attached to the covering leave application.
- 53.7 Requests for unpaid Miscellaneous Leave to attend or participate in a cultural, ceremonial and NAIDOC event will be considered on a case by case basis by the Director, and may be granted having regard to operational needs.
- 53.8 Leave without pay granted under this clause will not count as service for any purpose.
- 53.9 More information regarding the application for, and granting of, miscellaneous leave may be found in the relevant section of the ANMM's Leave policy.

## **54 Long Service Leave**

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- 54.1 Employees of the ANMM are entitled to Long Service Leave (LSL) in accordance with the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*. LSL must be taken in periods of not less than 15 consecutive working days.

## **55 Maternity Leave**

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- 55.1 An eligible employee is entitled to Maternity Leave in accordance with the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 55.2 If the employee is entitled to paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973*, the Employee is entitled to an additional two weeks paid maternity leave.
- 55.3 Approval may be given to spread the payment of paid maternity leave over a period of up to 28 weeks at a rate of no less than half normal salary. Any period beyond the first 14 weeks does not count as service for any purpose and this administrative arrangement does not extend the total of paid or unpaid maternity leave available under the *Maternity Leave (Commonwealth Employees) Act 1973*.

## **56 Adoption & Foster Carer's Leave**

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- 56.1 The Director may grant adoption/foster carer's leave to eligible employees from the date they assume responsibility as the primary care giver of the child.
- 56.2 Adoption/foster carer's leave is available to employees with 12 months continuous service, subject to the following provisions;
- a) the child is under 5 years old
  - b) the child is not a step-child of the employee, or a child who has previously lived continuously with the employee for more than six months; and
  - c) the employee must provide adequate notice and documentary evidence of the pending adoption or fostering from an appropriate organisation
- 56.3 Paid Adoption & Foster Carer's Leave of up to fourteen weeks may be granted for a child under the age of five years.

## **57 Parental Leave**

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- 57.1 Parental Leave will be provided in accordance with the *Fair Work Act 2009*.

## **58 Portability of Leave**

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- 58.1 An employee joining the ANMM from another APS agency, the Parliamentary Service or the ACT Public Service, with no break in continuity of service, will retain his or her accrued leave credits, however described, and will be entitled to use those accrued credits and any future entitlements subject to the terms of this Agreement.

## **59 Public Holidays**

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- 59.1 ANMM employees will observe and be paid for all national public holidays, and public holidays declared by or under a law of NSW.
- 59.2 The Delegate and an employee may agree to substitute another day or part of a day for a public holiday, having regard to operational requirements

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## **PART G: WORKING ENVIRONMENT**

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### **60 Occupational Health and Safety**

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- 60.1 It is the policy of the ANMM to provide and maintain a working environment that is safe for its employees, is without risk to their health, and provides appropriate facilities for their welfare at work.
- 60.2 The ANMM acknowledges its responsibilities under the *Occupational Health and Safety Act 1991* and the *Safety, Rehabilitation and Compensation Act 1988* and seeks to meet these responsibilities by encouraging a cooperative and consultative relationship with its employees and their representatives in regard to OH&S issues.
- 60.3 The ANMM has entered into and will maintain a separate OH&S Agreement as provided for under s.16(3)(c) of the *Occupational Health and Safety Act 1991*, and will continue to monitor OH&S issues through the OH&S committee.
- 60.4 Where a dispute arises in relation to OH&S that cannot be resolved under the ANMM's OH&S agreement, the dispute will be dealt with under this Agreement's dispute resolution procedures.
- 60.5 More information regarding Occupational Health and Safety may be found in the ANMM's Occupational Health and Safety Policy and Guidelines.

### **61 Eyesight Testing**

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- 61.1 The ANMM will pay for eyesight testing for employees, and will part reimburse the cost of spectacles or contact lenses for employees engaged in predominately screen based work or are required to undertake specialised work requiring a higher level of visual acuity.
- 61.2 The ANMM will part reimburse the cost of prescription sunglasses for employees engaged in predominantly outdoor work.
- 61.3 The reimbursement rates will be;  
\$100.00 for mono-focal spectacles/contact lenses/prescription sunglasses; or  
\$165.00 for multifocal spectacles/contact lenses.
- 61.4 Re-imbusement for spectacles/contact lenses/prescription sunglasses will be limited to 1 claim per year.
- 61.5 More information regarding eyesight testing and the reimbursement of cost may be obtain from the Human Resources Section.

## **62 Vaccinations**

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- 62.1 The ANMM will reimburse an employee the cost of Hepatitis A, Hepatitis B and Influenza vaccinations, and any difference between the cost of the Doctor's consultation and the employee's Medicare/Health Fund rebate.

## **63 Employee Assistance Programs**

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- 63.1 The ANMM will provide its employees with access to a confidential professional counselling service to assist with work or personal issues.
- 63.2 The ANMM will provide its employees with access to information services in relation to child and dependent care.
- 63.3 An employee approaching retirement, at the discretion of the Director, or delegate, will be given the opportunity to attend workshops and seminars on superannuation and/or planning for retirement. Wherever possible, the ANMM will assist employees to adjust to the latter stages of their working life.
- 63.4 More information regarding the ANMM's employee assistance programs may be obtained from the Manager, Human Resources.

## **64 Environment**

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- 64.1 The parties to this agreement are committed to developing and implementing measures to minimise the impact of the ANMM's operations on the environment.
- 64.2 Employees, to the extent possible, will implement measures to give effect to this commitment and take personal responsibility for reducing waste and unnecessary energy and water usage.
- 64.3 The parties to the agreement will monitor the ANMM's environmental impact, and associated issues, through the JCC.

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## **PART H: REDEPLOYMENT, REDUNDANCY & RESIGNATION**

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### **65 Application**

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- 65.1 The redeployment and redundancy provisions of this Agreement apply to ongoing employees only. They do not apply to employees on probation.

### **66 Excess Employee**

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- 66.1 An employee is an excess employee if:
- (a) the employee is included in a class of employees which class comprises a greater number of employees than are necessary for the efficient and economical working of the ANMM; or
  - (b) the services of the employee cannot be effectively used because of technological or other operational changes in the work methods of the ANMM or changes in the nature, extent or organisation of the functions of the ANMM.

### **67 Consultation**

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- 67.1 A consultation period must be commenced at least 4 weeks prior to the formal offer of voluntary redundancy being made.
- 67.2 Where 15 or more employees are likely to become excess, the ANMM must comply with the relevant provisions of the *Fair Work Act 2009*, and will advise the staff representatives on the JCC.
- 67.3 Discussions will be held with affected employee(s) and, where they so choose, their representatives, to consider:
- (a) redeployment opportunities at or below their current classification;
  - (b) possible referral to a provider of redeployment services; and,
  - (c) whether voluntary redundancy might be appropriate
- 67.4 As close to the beginning of this consultation period as possible, the employee will be given detailed information on their redundancy entitlements.

### **68 Voluntary Redundancy & Consideration Period**

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- 68.1 Where the Director offers an employee a voluntary redundancy, the employee will have a four week consideration period within which to accept or reject the offer.

- 68.2 An employee will be paid up to a total maximum of \$1,000 to pay for financial and/or career advice during this period.
- 68.3 When an employee accepts a voluntarily redundancy, the period of notice will be 4 weeks (or 5 weeks for an employee over 45 years of age with at least 5 years continuous service).
- 68.4 Where an employee elects to terminate their employment at the beginning of, or within the notice period, they will receive payment in lieu of notice for the unexpired portion of the notice period.

## **69 Involuntary Redundancy & Retention Period**

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- 69.1 Where the Director has offered a voluntary redundancy and an employee does not accept the offer within the consideration period, the employee will be deemed to be excess on the expiry of the consideration period.
- 69.2 Employees will not have their employment terminated involuntarily if they have not been invited to elect for voluntary redundancy or if their election to be made redundant voluntarily has been refused.
- 69.3 An employee who does not accept voluntary redundancy will not be terminated under s.29 of the *Public Service Act 1999* without agreement during the retention period.
- 69.4 A retention period of 7 months, or 13 months for employees over 45 years of age or with 20 years of service, commences on the day after the expiry of the consideration period. Retention periods will be reduced by an amount equivalent to any National Employment Standards (NES) redundancy payment an employee would be entitled to on termination of employment in accordance with the *Fair Work Act 2009*.
- 69.5 Retention periods will only be extended by leave where the Director is satisfied that an employee is substantially incapacitated and unfit for work, based on the opinion of a medical practitioner nominated by the ANMM. Unless exceptional circumstances exist, a retention period will not be extended on these grounds beyond an additional 8 weeks.
- 69.6 During the retention period the employee:
- (a) will be assisted with attempts to find alternative employment; and/or
  - (b) may, on request, be provided with assistance in meeting reasonable travel costs and incidental expenses incurred in seeking alternative employment where these are not met by the prospective employer;
  - (c) may, after being given 4 weeks' notice, be reduced in classification as a means of securing alternative employment. If this occurs, the employee will be paid his or her salary at the higher classification level for the remainder of the retention period.

- 69.7 Where there is insufficient productive work available for an employee during the retention period, the Director may, with the agreement of the employee, terminate his or her employment under s.29 of the *Public Service Act 1999* and pay the balance of the retention period, (adjusted for the NES payment), as a lump sum.
- 69.8 This payment will be taken to include the payment in lieu of notice of termination of employment. An employee whose employment is terminated in these circumstances will also be entitled to a redundancy payment in accordance with their NES entitlement.
- 69.9 Where an employee is to be involuntarily made redundant, four weeks' notice of termination will be given, or five weeks for an employee over 45 years of age with at least 5 years' service. As far as practical, the period of notice will be served concurrently with the retention period.

## **70 Redundancy Payment**

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- 70.1 An employee who accepts an offer of voluntary redundancy, and whose employment is terminated by the Director under s.29 of the *Public Service Act 1999* on the grounds that he/she is excess, is entitled to be paid a sum equal to two weeks' salary for each completed year of service, plus a pro rata payment for completed months of service since the last full year of service, subject to the minimum entitlement the employee has under the NES. The minimum sum payable will be 4 weeks, and the maximum will be 48 weeks' salary.
- 70.2 The redundancy payment will be calculated on a pro rata basis for any period where an employee worked part time during their period of service and the employee has less than 24 years full time service.
- 70.3 Subject to clauses 70.5 and 70.6, service for purpose of calculating redundancy payments means:
- (a) service in the ANMM;
  - (b) Government service as defined in s.10 of the *Long Service Leave Act 1976*;
  - (c) service with the Commonwealth (other than service with a Joint Commonwealth/State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
  - (d) service with the Australian Defence Forces;
  - (e) APS service immediately preceding deemed resignation under the repealed s.49 of the *Public Service Act 1922*, if service has not previously been recognised for severance pay purposes;
  - (f) service in another organisation where a staff member was transferred from the APS to that organisation with a transfer of function; or a staff member engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.

- 70.4 Periods of service that will not count as service for redundancy pay purposes are periods of service that ceased by way of:
- (a) termination under s.29 of the *Public Service Act 1999*; or
  - (b) prior to the commencement of the *Public Service Act 1999*, by way of redundancy; retirement on the grounds of invalidity, inefficiency or loss of qualifications; forfeiture of office; dismissal or termination of probationary appointment for reasons of unsatisfactory service; or
  - (c) voluntary retirement at or above the minimum retirement age applicable to the employee; or
  - (d) payment of an employer financed retirement benefit.
- 70.5 For earlier periods of service to count there must be no breaks between the periods of service, except where the break in service is less than 1 month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer.
- 70.6 Absences from work which do not count as service for any purpose will not count as service for redundancy pay purposes
- 70.7 Redundancy payments will be calculated on:
- (a) the employee's salary; or
  - (b) the salary of a higher position, where the employee has performed at the higher level for a continuous period of at least 12 months immediately preceding the date on which they were given notice of redundancy; and
  - (c) allowances in the nature of salary which are paid during periods of recreation leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

## **71 Resignation**

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- 71.1 An employee may resign his or her employment by giving the Director at least 2 weeks' notice if an APS Level 1 to 6 employee and at least 4 weeks' notice if an Executive Level 1 or 2 employee.
- 71.2 The Director has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

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## **PART I: DISPUTE SETTLING PROCEDURES**

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### **72 Dispute Settling Procedures**

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72.1 If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards;

this term sets out procedures to settle the dispute.

72.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

72.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

72.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.

72.5 Fair Work Australia may deal with the dispute in 2 stages:

- (a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and,
- (b) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties.

*Note:*

*If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act.*

*A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*

72.6 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and,
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
  - (i) the work is not safe; or

- (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
- (iii) the work is not appropriate for the employee to perform; or
- (iv) there are other reasonable grounds for the employee
- (v) to refuse to comply with the direction.

72.7 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

72.8 An employee may seek a review of actions under s33 of the *Public Service Act 1999*. Where this right of review is exercised, and does not fail for want of jurisdiction, the employee will have no further right of review with respect to that matter under this clause.

### **73 Review of Decision to Terminate Employment**

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73.1 Termination of the Employee is governed by the *Public Service Act 1999*, (as amended from time to time) and the *Fair Work Act 2009*, (as amended from time to time).

73.2 Termination of, or a decision to terminate, employment cannot be reviewed under the dispute settling or review of action clauses contained in this Agreement.

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## ATTACHMENT A

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### SALARY RATES

#### APS 1 to 6

CLASSIFICATION	PAY POINT	CURRENT	COMMENCING (+4%)	1 JULY 2012 (+4%)	1 JULY 2013 (+4%)
APS Level 1	1.1	\$35,978	\$37,417	\$38,914	\$40,471
	1.2	\$37,188	\$38,676	\$40,223	\$41,832
	1.3	\$38,195	\$39,723	\$41,312	\$42,964
	1.4	\$39,756	\$41,346	\$43,000	\$44,720
	1.5	\$40,560	\$42,182	\$43,869	\$45,624
APS Level 2	2.1	\$40,717	\$42,346	\$44,040	\$45,802
	2.2	\$41,840	\$43,514	\$45,255	\$47,065
	2.3	\$42,940	\$44,658	\$46,444	\$48,302
	2.4	\$44,054	\$45,816	\$47,649	\$49,555
	2.5	\$45,154	\$46,960	\$48,838	\$50,792
	2.6	\$46,056	\$47,898	\$49,814	\$51,807
APS Level 3	3.1	\$46,380	\$48,235	\$50,164	\$52,171
	3.2	\$47,583	\$49,486	\$51,465	\$53,524
	3.3	\$48,793	\$50,745	\$52,775	\$54,886
	3.4	\$50,058	\$52,060	\$54,142	\$56,308
	3.5	\$51,061	\$53,103	\$55,227	\$57,436
APS Level 4	4.1	\$51,691	\$53,759	\$55,909	\$58,145
	4.2	\$53,335	\$55,468	\$57,687	\$59,994
	4.3	\$54,723	\$56,912	\$59,188	\$61,556
	4.4	\$56,124	\$58,369	\$60,704	\$63,132
	4.5	\$57,245	\$59,535	\$61,916	\$64,393
APS Level 5	5.1	\$57,655	\$59,961	\$62,359	\$64,853
	5.2	\$59,462	\$61,840	\$64,314	\$66,887
	5.3	\$61,136	\$63,581	\$66,124	\$68,769
	5.4	\$62,236	\$64,725	\$67,314	\$70,007
APS Level 6	6.1.	\$62,270	\$64,761	\$67,351	\$70,045
	6.2	\$63,821	\$66,374	\$69,029	\$71,790
	6.3	\$65,569	\$68,192	\$70,920	\$73,757
	6.4	\$68,864	\$71,619	\$74,484	\$77,463
	6.5	\$71,530	\$74,391	\$77,367	\$80,462
	6.6	\$72,962	\$75,880	\$78,915	\$82,072

**SALARY RATES  
EXECUTIVE 1 & 2**

CLASSIFICATION	PAY POINT	CURRENT	COMMENCING (+4%)	1 JULY 2012 (+4%)	1 JULY 2013 (+4%)
Executive.Level 1	1.1	\$79,828	\$83,021	\$86,342	\$89,796
	1.2	\$86,200	\$89,648	\$93,234	\$96,963
	1.3	\$87,925	\$91,442	\$95,100	\$98,904
Execc.Level 2	2.1	\$92,071	\$95,754	\$99,584	\$103,567
	2.2	\$97,132	\$101,017	\$105,058	\$109,260
	2.3	\$104,384	\$108,559	\$112,901	\$117,417

**PAY RATES  
TRAINEE APS**

SCHOOL YEAR (Completed)	PAY POINT	CURRENT	COMMENCING (+4%)	1 JULY 2012 (+4%)	1 JULY 2013 (+4%)
Year 10	0	\$242	\$251	\$261	\$271
	+1 year	\$290	\$299	\$311	\$324
	2	\$352	\$363	\$377	\$393
	3	\$413	\$430	\$448	\$465
	4	\$481	\$498	\$518	\$538
	5	\$547	\$569	\$591	\$615
Year 11	0	\$290	\$299	\$311	\$324
	+1 year	\$352	\$363	\$377	\$393
	2	\$413	\$430	\$448	\$465
	3	\$481	\$498	\$518	\$538
	4	\$547	\$569	\$591	\$615
	5	\$615	\$637	\$661	\$684
Year 12	0	\$352	\$363	\$377	\$393
	+1 year	\$413	\$430	\$448	\$465
	2	\$481	\$498	\$518	\$538
	3	\$547	\$569	\$591	\$615
	4	\$615	\$637	\$661	\$684

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## **ATTACHMENT B**

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### **SUPPORTED SALARY PAYMENTS FOR EMPLOYEES WITH A DISABILITY**

#### **Workers Eligible for a Supported Wage**

Employees covered will be those who are unable to perform the range of duties to the competence level required because of the effects of a disability and who meet the impairment criteria test for a Disability Support Pension.

#### **Supported Salary Rates**

Employees to whom these provisions apply shall be paid the percentage of the salary prescribed by this Agreement for the class of work which the person is performing equivalent to their assessed capacity. The minimum amount payable is \$71 per week

#### **Assessment of Capacity**

For the purpose of establishing the percentage of the salary rate to be paid to a disabled employee, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument. An assessment may be reviewed.

#### **Lodgement of Assessment Instrument**

All assessment instruments, including the appropriate percentage of the Agreement wage to be paid to the employee, shall be agreed and signed by the parties to the assessment, and then lodged by the ANMM with the Registrar of Fair Work Australia.

#### **Other Employment Conditions**

Employees covered will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro rata basis.

#### **Workplace Adjustment**

Where the Director employs a person under these provisions, he or she shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job.

#### **Trial Period**

In order for an adequate assessment of the employee's capacity to be made, the Director may employ a person under these provisions for a trial period not exceeding 16 weeks. During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

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## ATTACHMENT C

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### DEFINITIONS

Agreement	Australian National Maritime Museum Enterprise Agreement 2009 - 2011
ANMM	Australian National Maritime Museum
APS	The Australian Public Service
Classification	An employee's level in the ANMM's Classification Structure.
Classification Structure	The framework utilised by the ANMM to group jobs into levels by work value and associated remuneration.
Director	Person performing the duties of Director of the Australian National Maritime Museum or delegate.
Employee	Employee of the Australian National Maritime Museum who is employed under the Public Service Act 1999.
Family	A relation by blood, marriage, adoption, fostering or traditional kinship, or a person who stands in a significant relationship with a staff member.
Flex Credit	The total hours an employee has worked, under the flextime scheme, that are in excess of his or her regular hours of duty.
Flextime Scheme	A scheme available to APS 1 to 6 employees that allows these employees to vary their starting and stopping times within constraints specified in the Agreement.
LWOP	Leave With Out Pay
Manager	The person to whom an employee is responsible and who is authorised by the Director to exercise the powers and responsibilities of manager in relation to that employee

Museum	Australian National Maritime Museum
NES	National Employment Standards
Non-Ongoing Employee	Employee engaged on a non-ongoing basis as defined by the Public Service Act 1999
Ongoing Employee	Employee engaged on an ongoing basis as defined by the Public Service Act 1999
Promotion	Meaning as given by sub clause 4.6 (1) of the Public Service Commissioner's Directions 1999
PSS (Ap)	Public Sector Superannuation (Accumulation plan)
Salary	An employee's rate of salary in accordance with Attachment A.
Settlement Period	A four week period as determined by the Director that provides a basis, under the flextime scheme, for reconciling actual hours worked to an employee's regular hours.
Shift Work	Rostered regular hours which includes working hours after 1900 and/or before 0700
Shift Worker	An employee who is rostered to work regular hours outside the period 0700 to 1900, Monday to Sunday.
Staff	An employee or employees of the Australian National Maritime Museum
Supervisor	The person to whom an employee is responsible and who is authorised by the Director to exercise the powers and responsibilities of manager in relation to that employee