

# The National Museum of Australia Workplace Agreement 2008 - 2011

## Contents

PART 1:	ABOUT THIS AGREEMENT	1
1	TITLE	1
2	PURPOSE	1
3	COVERAGE AND PARTIES BOUND	1
4	OPERATION OF AGREEMENT	1
5	GIVING PRIMACY TO THE PARTES TO THE AGREEMENT	2
6	IMPLEMENTING THE AGREEMENT	2
7	DELEGATION	2
8	POLICIES AND GUIDELINES	2
9	REMUNERATION OUTCOME	2
10	INDIVIDUAL FLEXIBILITY AGREEMENTS	3
11	NO DISADVANTAGE GUARANTEE	3
12	OTHER LEGISLATION	4
13	INTERPRETATION	4
13.1	Interpretation	4
13.2	Definitions	5
PART 2:	WORKPLACE RELATIONS AND WORKPLACE DEVELOPMENT	8
14	GENERAL	8
14.1	Rights and responsibilities	8
14.2	Productivity improvement	8
14.3	Health and safety	9
14.4	Commitment to environmental management	9
15	CONSULTATION	9
15.1	Principles	9
15.2	Employee representatives	10
15.3	Framework for consultation	10
15.4	The Museum Consultative Forum	10
15.5	The Workplace Consultative Committee	11
16	DISPUTE RESOLUTION	12
16.1	Principles	12
16.2	Process	12
16.3	Independent mediation	13
16.4	Referral of dispute to the AIRC	13
17	FREEDOM OF ASSOCIATION	14

*The National Museum of Australia Workplace Agreement 2008 - 2011*

18	NOTICEBOARDS	14
19	EMPLOYEE ASSISTANCE	14
PART 3:	MUSEUM CAREERS	15
20	CAREER DEVELOPMENT	15
21	PERFORMANCE MANAGEMENT	15
22	CAREER ENHANCEMENT	18
23	STUDY ASSISTANCE	19
24	INDIGENOUS EMPLOYMENT AND CULTURE	19
25	MATURE AGE WORKERS	20
26	JOB CLASSIFICATION, JOB TITLES AND SALARY RATES	20
27	SALARY	21
27.1	Salary advancement	21
27.2	Salary on engagement or promotion	21
27.3	Salary when working at a lower classification level	22
27.4	Salary packaging	22
28	SUPERANNUATION	22
29	TERMINATION OF EMPLOYMENT	22
PART 4:	MANAGING WORK	23
30	FLEXIBLE WORK ARRANGEMENTS	23
30.1	Application	23
30.2	Hours of work	23
30.3	Workload management for Executive Level employees	24
30.4	Flexible working hours for APS Level 1 to 6 employees	24
30.5	Casual and intermittent employment	25
31	UNSATISFACTORY ATTENDANCE	25
32	OVERTIME	26
32.1	Direction required to qualify overtime payments	26
32.2	Overtime rates	26
33	BREAKS	27
34	RESTRICTED DUTY	27
PART 5:	ROSTERED EMPLOYEES	28
35	APPLICATION	28
36	GENERAL PROVISIONS FOR ROSTERED EMPLOYEES	28
36.1	Shift Penalties	28
36.2	Half-day absences	28
36.3	Unauthorised absence – rostered employees	28

*The National Museum of Australia Workplace Agreement 2008 - 2011*

36.4	Rostered employment –definitions	28
37	HOURS OF WORK FOR ROSTERED EMPLOYEES	29
37.1	Ordinary Hours	29
38	PART-TIME ROSTERED EMPLOYMENT	29
39	BREAKS	30
40	ROSTERS	30
41	REMUNERATION FOR ROSTERED EMPLOYEES	30
41.1	Base salaries	30
41.2	Shift loadings	31
42	ADDITIONAL LEAVE FOR ROSTERED WEEKEND DAYS	31
43	ADDITIONAL HOURS	31
44	OVERTIME FOR ROSTERED EMPLOYEES	32
PART 6:	LEAVE	33
45	LEAVE CREDITS AND PRIOR SERVICE	33
46	ANNUAL LEAVE	33
47	LONG SERVICE LEAVE	34
48	DISCRETIONARY MISCELLANEOUS LEAVE	34
49	PURCHASED LEAVE	34
50	PERSONAL LEAVE	35
50.1	Personal leave and productivity	35
50.2	Allowed purposes	35
50.3	Medical Certificates	35
50.4	Other personal circumstances	36
50.5	Credits and accrual	36
50.6	Minimum entitlements	36
50.7	Notification of absence	37
51	OTHER FORMS OF LEAVE	37
51.1	War service sick leave	37
51.2	Jury duty leave	37
51.3	Blood bank leave	37
52	MATERNITY, PATERNITY AND ADOPTION LEAVE	37
52.1	Maternity Leave Act	37
52.2	Paternity, adoption and other maternity leave	38
52.3	Carer's Leave	39
53	LEAVE FOR EMERGENCY DUTY WITH STATE EMERGENCY SERVICES	39
54	SUPPORT FOR DEFENCE RESERVISTS	39
55	WORKPLACE RELATIONS LEAVE	40

*The National Museum of Australia Workplace Agreement 2008 - 2011*

<b>PART 7:</b>	<b>REMUNERATION</b>	<b>42</b>
56	PAYMENT OF SALARY	42
57	ALLOWANCES	42
57.1	Adjustment of allowances	42
57.2	Higher duties	42
57.3	Additional responsibilities	43
57.4	Restricted duty	43
57.5	Emergency duty	43
57.6	Overtime Meals	44
57.7	Motor vehicle allowance	44
57.8	Overnight travel	44
57.9	Same day travel	45
57.10	Overseas travel	45
57.11	Camping	45
58	REIMBURSEMENT OF EXPENSES	46
58.1	Child and dependant care	46
58.2	Loss or damage to clothing or personal effects	46
59	RELOCATION SUPPORT	46
59.1	Relocation assistance for temporary work to be undertaken interstate	46
59.2	Relocation assistance for employees commencing work with the Museum	47
60	CLASS OF TRAVEL	47
<b>PART 8:</b>	<b>OTHER EMPLOYMENT CONDITIONS</b>	<b>48</b>
61	HOME-BASED WORK	48
62	PUBLIC HOLIDAYS	48
63	CHRISTMAS CLOSEDOWN	49
64	JUNIOR RATES OF PAY	49
65	CADETS	50
65.2	Cadet Salary	50
65.3	Cadet Entitlements	50
65.4	Fares assistance for Cadets	51
66	TRAINEE APS (ADMIN) SCHEME	51
67	GRADUATE APS SCHEME	51
68	PART-TIME EMPLOYMENT	51
68.1	Commitment to work life balance	51
68.2	Part-time hours	51
68.3	Part-time remuneration	52
68.4	Requests to work part-time	52
68.5	Flextime for part-time employees	52
68.6	Job sharing	53

69	EYESIGHT TESTING FOR VISUALLY DEMANDING TASKS	53
69.1	Testing for visually demanding tasks	53
69.2	Criteria for vision testing	54
69.3	Frequency of tests	54
69.4	Reimbursement of lenses	54
70	SUPPORTED SALARY RATES AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES WITH A DISABILITY	54
70.1	Supported salary rates	54
70.2	Supported wage rates	54
70.3	Supported salary rates percentage	55
PART 9:	REDEPLOYMENT, REDUCTION AND RETRENCHMENT	56
71	PRINCIPLES	56
72	INTERPRETATION	56
73	EXCESS STAFF	56
74	ACCELERATED RETRENCHMENT/SEPARATION ARRANGEMENTS	56
75	CONSULTATION	57
76	VOLUNTARY RETRENCHMENT	58
76.1	Voluntary retrenchment offer	58
76.2	Period of notice	59
76.3	Severance benefit	59
76.4	Rate of payment — severance benefit	61
77	RETENTION PERIODS	62
78	PAYOUT OF RETENTION PERIOD	63
79	INVOLUNTARY RETRENCHMENT	63
APPENDIX 1	JOB CLASSIFICATION AND SALARY RATES	65
APPENDIX 2	BASE SALARIES FOR ROSTERED EMPLOYEES	66

## Part 1: About this Agreement

### 1 TITLE

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- 1.1.1 This Agreement will be known as the National Museum of Australia Workplace Agreement 2008 – 2011.

### 2 PURPOSE

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- 2.1.1 The Agreement sets out terms and conditions of employment for the National Museum of Australia.

### 3 COVERAGE AND PARTIES BOUND

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- 3.1.1 This agreement is a Union Collective agreement made under s.328 of the Workplace Relations Act 1996, and will apply to and be binding on:
- a. the Director of the National Museum of Australia;
  - b. all employees employed under the *Public Service Act 1999* in the National Museum of Australia, other than Senior Executive Service Officers and those employees covered by an Australian Workplace Agreement;
  - c. the Community and Public Sector Union.

### 4 OPERATION OF AGREEMENT

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- 4.1.1 This Agreement will commence following approval by the Workplace Authority, in accordance with the Act, and will nominally expire three years from the date of commencement.
- 4.1.2 From the commencement of this Agreement until its nominal expiry date, no further claims may be pursued in respect of terms and conditions of employment which exist for the period of operation of this agreement, either by a party bound by the Agreement or an employee whose employment is subject to the Agreement, whether or not those claims relate to a matter expressly covered by this Agreement.
- 4.1.3 Discussions initiated by an employee under clause 10 do not constitute an extra claim.
- 4.1.4 For the purposes of sections 182 (guarantee of basic periodic rate of pay) and 226 (guarantee of maximum ordinary hours of work) of the *Workplace Relations Act*, the averaging periods will be successive 12 month periods beginning on the day this Agreement comes into operation.

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**5 GIVING PRIMACY TO THE PARTES TO THE AGREEMENT**

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- 5.1.1 If the operation of the Agreement is affected by external factors or a clause is removed or otherwise negated, other than through ambiguity or uncertainty, the parties to the agreement agree to meet and confer to determine what action, if any, will be taken.

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**6 IMPLEMENTING THE AGREEMENT**

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- 6.1.1 The Director will implement the Agreement in consultation with the Workplace Consultative Committee (WCC), the Museum Consultative Forum (MCF) and the employees who are affected by changes being made and, where they choose, their representatives.

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**7 DELEGATION**

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- 7.1.1 The Director may delegate any or all of his or her powers under this Agreement.

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**8 POLICIES AND GUIDELINES**

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- 8.1.1 Policies and guidelines referred to in this Agreement 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 this Agreement will prevail. Policies and guidelines which support the application of this Agreement will only be made or varied after consultation with employees through the WCC. Any disputes over the contents or application of new or varied policies and guidelines which support the application of this Agreement will be subject to the Dispute Resolution procedures at Clause 16.

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**9 REMUNERATION OUTCOME**

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- 9.1.1 In recognition of the active involvement of employees in helping to secure the Museum's strategic and business objectives and the agreed productivity and operational flexibility measures in this Agreement, the following salary increases will apply:
- a. 4.25 per cent salary increase from the first full pay period commencing on or after 1 October 2008, or the commencement of the Agreement, whichever is later;
  - b. 4 per cent salary increase from the first full pay period commencing on or after 1 October 2009;
  - c. 4 per cent salary increase from the first full pay period commencing on or after 1 October 2010.

- 9.1.2 An amount of 0.5 per cent of each of the salary increases in 2009 and 2010 will be dependent on 80 per cent completion of Step 3 conversations from the previous year, and 80 per cent of Step 1 conversations from the current year. The calculation will exclude cases of non completion for reasons not within the control of the individual staff member.
- 9.1.3 The payment of the conditional pay rise in 9.1.2 will not be withheld unfairly.

## **10 INDIVIDUAL FLEXIBILITY AGREEMENTS**

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- 10.1.1 In recognition of particular skills, capabilities or additional responsibilities, or to meet special workplace circumstances, operational requirements or to provide individual flexibility, the Director and an employee may agree to supplement the terms of this Agreement with payments, benefits or conditions for the employee which are above the provisions of this Agreement. The agreed arrangements will be contained in a written Flexibility Agreement.
- 10.1.2 There will be no restriction on an employee disclosing arrangements under a Flexibility Agreement to any party. However the Museum will treat Flexibility Agreements as personal information subject to relevant privacy provisions.
- 10.1.3 In relation to Flexibility Agreements:
- a. discussions on a Flexibility Agreement can be initiated by the Director or an employee
  - b. employees may have an employee representative to represent them in any discussions
  - c. failure to reach agreement between the Director and an employee on entering into a Flexibility Agreement is not subject to the dispute settlement procedures of this agreement
  - d. the Flexibility Agreement may be for a fixed period or only apply when particular conditions are met
  - e. the Flexibility Agreement must be signed by the Director and the employee and is enforceable as if it is a term of this Agreement
  - f. the Museum will report annually to the WCC on the number of Flexibility Agreements in operation.

## **11 NO DISADVANTAGE GUARANTEE**

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- 11.1.1 An employee who may come under the coverage of the agreement during its life, other than by engagement as an employee, shall not be disadvantaged

and, on request by the employee, the delegate will meet and confer with the employee and/or their nominated representative to discuss how to give effect to this provision.

## **12 OTHER LEGISLATION**

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12.1.1 Without incorporating the terms of any legislation into this Agreement, it is acknowledged that employees covered by this Agreement are subject to the conditions of employment provided for under the following Acts, as amended from time to time:

- a. Long Service Leave (Commonwealth Employees) Act 1976
- b. Maternity Leave (Commonwealth Employees) Act 1973
- c. Occupational Health and Safety Act 1991
- d. Public Employment (Consequential and Transitional) Amendment Act 1999
- e. Public Service Act 1999
- f. Safety, Rehabilitation and Compensation Act 1988
- g. Superannuation Act 1976
- h. Superannuation Act 1990
- i. Superannuation Act 2005
- j. Superannuation Benefits (Supervisory Mechanisms) Act 1990
- k. Superannuation Productivity Benefit Act 1988
- l. Veterans' Entitlement Act 1986
- m. Workplace Relations Act 1996.

## **13 INTERPRETATION**

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### **13.1 Interpretation**

13.1.1 In this Agreement, unless the contrary intention appears:

- a. words in the singular include the plural and words in the plural include the singular;
- b. clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;

- c. all references to dollars are to Australian dollars;
- d. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of such legislation or legislative provision.

## 13.2 Definitions

### 13.2.1 In this Agreement, unless the context indicates otherwise:

AIRC	means Australian Industrial Relations Commission
APS	means Australian Public Service
Assessment instrument	means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System
CPSU	means Community and Public Sector Union
Continuous Service	has the same meaning as in the <i>Long Service Leave (Commonwealth Employees) Act 1976</i>
Delegate	means a person who may exercise a power or function formally delegated to them by the Director
Director	means the Director of the National Museum of Australia
Employee	Means a person employed under the <i>Public Service Act</i> in the National Museum of Australia, whether they are employed on a full-time, part-time, ongoing, non-ongoing or casual and intermittent basis
Employee representative	means an official, officer or workplace delegate of a registered organisation who is entitled to represent the views of employees, or an employee representing the views of employees in a workplace elected or chosen by employees in a workplace to represent their views to management
Employer	means the Director of the National Museum of Australia
Family	refers to all situations involving interdependency, dependency and/or cohabitation with one or more people, including a spouse, a child or a dependent adult child (including an adopted child, a stepchild or an ex-nuptial child), household members, same-sex partners, parents, foster children, adopted children and the like. This definition will apply in the application of all conditions and benefits
Higher duties	means temporary assignment to duties at a higher job classification
Household	means the usual occupants of the dwelling in which the employee normally resides

*The National Museum of Australia Workplace Agreement 2008 - 2011*

Industrial proceedings	Means proceedings under the <i>Workplace Relations Act 1996</i>
Ongoing employee	means an employee engaged under the <i>Public Service Act</i> by the National Museum of Australia as an ongoing employee
Manager	means an employee who is accountable for, and has responsibility for, achieving outcomes from a work group and/or the application of resources
MCF	means the Museum Consultative Forum established under this Agreement
The Museum or NMA	means the National Museum of Australia
Non-ongoing employee	means an employee engaged under the <i>Public Service Act</i> by the National Museum of Australia as a non-ongoing employee
Ordinary hours:	means, for an employee, hours worked during the specified or agreed bandwidth or, for rostered employees, in accordance with a roster established under Part 5 of this Agreement, i.e. not including overtime or additional hours.
Parties	unless otherwise specified in this Agreement, means the parties bound by this Agreement
<i>Pet</i>	means an animal owned and ordinarily kept by an employee or a member of an employee's family, but does not include animals or livestock kept solely for consumption or commercial purposes
<i>Retire</i>	means cease employment
Salary	means an employee's rate of pay (in accordance with the pay rates at Appendices 1, 2 or 3). This will be salary for all purposes, including superannuation (subject to relevant superannuation scheme rules), overtime, and severance and termination payments. Participation in salary-sacrifice arrangements or purchased leave options will not affect salary for these purposes
Service	has the same meaning as in the <i>Long Service Leave (Commonwealth Employees) Act 1976</i>
Spouse	includes the husband or wife of the employee or the de facto spouse (meaning a person of the opposite sex to the employee who lives with the employee as the husband or wife of that person on a <i>bona fide</i> domestic basis) of the employee, or the partner (meaning in relation to a person who is a member of a couple, the other member of the couple including same-sex couples) of the employee
Staff	Has the same meaning as employee
Supervisor	means an employee who has immediate responsibility for the day-to-day supervision of another employee or work group, including

*The National Museum of Australia Workplace Agreement 2008 - 2011*

	accounting for working hours
Supported Wage System	means the Commonwealth Government system that promotes employment for people who cannot work at full wages because of a disability, as documented in the <i>Supported Wage System: Guidelines and Assessment Process</i>
Rostered employee	means an employee working on a roster under Part 5 of this Agreement.
<i>Work-level standards</i>	means documented standards used to differentiate between different job classification levels according to the duties undertaken
WCC	means consultative committee established under clause 15.5 of this Agreement to consult on workplace matters
Work value	means the value attached to work tasks according to factors such as required skill, conditions under which work is undertaken, level and breadth of responsibility, influence on outcomes and/or the relative scarcity of available persons with the required attributes

## **Part 2: Workplace relations and workplace development**

### **14 GENERAL**

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#### **14.1 Rights and responsibilities**

14.1.1 Employees have the right to regular, formal performance feedback from supervisors, consistent with Museum performance management policies and guidelines. Employees have the right to discuss with managers the setting of work programs and priorities, while recognising that decision making on work programs rests with managers.

#### **14.2 Productivity improvement**

14.2.1 The Museum and its employees are committed to working flexibly in consultation to achieve common interests in the workplace, including:

- a. maximising the potential for revenue generation through creative and effective processes and strategic investment in revenue generating activities
- b. continuously improving work practices and business processes to improve operational efficiency, including a focus on operational coordination and development over the life of the agreement of a strategic approach to electronic record keeping and automated internal and external business processes
- c. implementing actions to support initiatives to manage environmental impact of operations with a target reduction of 10 per cent in energy usage or other environmental areas (eg waste reduction) over the life of the agreement
- d. supporting the operations of the NMA over the seven day working week
- e. in support of special events held outside normal working hours employees may, at their discretion and with the approval of their Manager, work reasonable additional hours on the basis of TOIL at single time rate
- f. employees will take a flexible, cooperative approach to development of business priorities, accepting that this may involve temporary disruption to their work environment
- g. developing, during the first six months of the agreement, more effective arrangements for MCF and WCC to engage and communicate with staff.

### **14.3 Health and safety**

- 14.3.1 Subject to the requirements of occupational health and safety legislation, the Museum is committed to maintaining a safe and healthy working environment and promoting a healthy lifestyle for employees. Accordingly, the Museum will fund a program of voluntary health checks for employees and will consider other proposals from employees for initiatives to support this objective.
- 14.3.2 The Museum will also make influenza vaccination available to employees, free of charge, during the period March to May each year.

### **14.4 Commitment to environmental management**

- 14.4.1 The Museum and employees are committed to developing and implementing measures to improve the environmental sustainability of Museum operations, including measures to address global warming. Employees will implement measures to give effect to this commitment and take personal responsibility for recycling and reducing unnecessary energy usage. During the life of the Agreement, the Museum will consult through the MCF about giving effect to this commitment.

## **15 CONSULTATION**

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### **15.1 Principles**

- 15.1.1 The Museum acknowledges the right of employees to be consulted about decisions or matters that affect them in the workplace. In making decisions that affect employees, the employer commits to engaging in consultation with employees and their representatives. Consultation means providing employees and their representatives with relevant information and a bona fide opportunity to influence the decision maker and contribute to the decision making process, not only in appearance but in fact, before a decision is made.
- 15.1.2 For the purposes of this Agreement, consultation means:
- a. opportunities to participate in corporate and business planning processes, business unit and team meetings and individual performance and planning discussions
  - b. timely provision of relevant information to employees
  - c. appropriate opportunities for employees' views to be heard and considered before decisions are made
  - d. where appropriate, the opportunity for employees to discuss their views with the relevant manager

## **15.2 Employee representatives**

- 15.2.1 In any matter arising under this Agreement, an employee may have an employee representative, which may be a union representative, assist or represent them and all relevant persons will deal with any such representative in good faith. To avoid doubt, this assistance includes acting as an advocate.
- 15.2.2 Employees who perform a role as an employee representative will be provided with appropriate facilities to perform their function and the employer agrees that the representative will not suffer any employment related detriment as a result of performing the representative function.
- 15.2.3 To assist in the representation of employees and to enhance more productive relationships and working arrangements within the Museum, union delegates and/or employee representatives will be able to attend training courses on workplace relations including OH&S matters during work time subject to the operational requirements of the Museum.

## **15.3 Framework for consultation**

- 15.3.1 The following framework is established to emphasise that communication and consultation about issues that affect staff in the workplace should primarily occur at the work group level:
- a. consultation about workplace matters will take place within the relevant Division. Division heads will provide opportunities for continuing consultation and discussion and for staff to comment and make suggestions.
  - b. the WCC will discuss workplace matters with broad impact for staff across the Museum.
  - c. the MCF will discuss broad strategic issues for the Museum.
- 15.3.2 Staff involved as representatives on the MCF or WCC will have access to appropriate facilities and time to fulfil their responsibilities.

## **15.4 The Museum Consultative Forum**

- 15.4.1 The MCF will meet at least twice a year, unless otherwise agreed by the membership. The MCF will provide an opportunity for representatives to discuss high-level strategic issues for the Museum including the performance of the Museum against the targets set out in this Agreement.
- 15.4.2 The Director will chair the MCF. The MCF will comprise staff nominated by the Director, staff representatives and CPSU representatives.

Representation will be determined in accordance with the MCF and WCC guidelines.

## **15.5 The Workplace Consultative Committee**

- 15.5.1 The Workplace Development Committee established under previous workplace agreements will be re-designated as the Workplace Consultative Committee (WCC) to better reflect the function of the committee as a focus for consultation on broad operational matters.
- 15.5.2 The role of the WCC is to consider and advise employees and the Executive on workplace issues referred by employees, employee representatives or the Executive.
- 15.5.3 Matters which may be referred to the WCC include matters that affect, or have broad impact on, all Museum employees. In addition, the WCC may, to the extent that a matter may have broad impact on Museum employees, consider matters which affect particular employees or groups of employees. Disagreements or disputes over an individual employee's entitlements or matters affecting only a particular work group are to be managed under the Consultation and/or Dispute Resolution provisions of this Agreement.
- 15.5.4 Matters which can be considered by the WCC include, but are not limited to:
- a. implementation of this Agreement, including those matters identified within the Agreement for WCC consideration
  - 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 Museum policies and guidelines that impact on the terms and conditions of employment in the Museum
  - e. accommodation and amenities
  - f. impact on employees of government policies and programs, including workplace relations.
  - g. implementation of global warming and sustainable environment initiatives.
- 15.5.5 Matters may be referred to the WCC through any WCC member. Where there is a disagreement over whether the WCC should consider the matter referred, the disagreement will be subject to the Dispute Resolution procedures in this Agreement.

- 15.5.6 The WCC will be comprised of three management representatives, three representatives of the Museum Consultative Forum, and two CPSU representatives. Subject to agreement by the WCC, advisors or employees with a particular knowledge of matter matters under consideration may also attend and participate in discussion.
- 15.5.7 The WCC will be initially chaired by a nominee of the Director, and the chair may rotate among WCC members at each meeting on a voluntary basis.
- 15.5.8 The WCC will meet at least quarterly, with provision for additional meetings as required including meetings at short notice. The additional meetings may be conducted without meeting formally i.e. by telephone and email. The cancellation of a WCC meeting will be by agreement of a majority of official members of the WCC. The WCC will operate under guidelines agreed by official WCC members.

## **16 DISPUTE RESOLUTION**

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### **16.1 Principles**

- 16.1.1 The Museum and its employees are committed to:
- a. dealing with workplace issues in a frank and transparent manner
  - b. avoiding disputes by ensuring that staff affected by decisions and actions are appropriately consulted
  - c. resolving disagreements relating to the workplace or the interpretation or implementation of this Agreement as quickly as possible.

Note: Non-SES employees also have a right under s33 of the *Public Service Act 1999* to review of actions that relate to their employment, other than termination of employment and actions that are prescribed in regulations. Where this right of review is exercised, and does not fail for want of jurisdiction, the employee will have no right of review with respect to that matter under the Dispute Resolution arrangements under clause 16.

### **16.2 Process**

- 16.2.1 In the event of a dispute in relation to a matter arising under this agreement, in the first instance the parties to the dispute will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- a. Employees may choose to be assisted, or represented, by a person of their choice and employees and any chosen representatives will work cooperatively with the Museum to resolve disputes about the

application of this agreement or issues in the workplace as far as is practicable at the local level;

- b. Allegations of a breach of the APS Code of Conduct or alleged or suspected workplace bullying or harassment should be handled under the relevant Museum guidelines<sup>1</sup>.
- c. A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.
- d. Independent mediation or other external reference to dispute resolution will not apply in circumstances where an employee has sought review of the action under s.33 of the *Public Service Act*.

### **16.3 Independent mediation**

- 16.3.1 If the matter remains unresolved after the above processes have been exhausted, the parties to the dispute may agree to refer the matter to an independent mediator for resolution. The mediator should initially be satisfied that the persons concerned have genuinely undertaken the steps outlined above. Should mediation prove unsuccessful, the mediator may make a recommendation to the Director.

### **16.4 Referral of dispute to the AIRC**

- 16.4.1 If the parties have not been able to resolve the dispute, and the agreed steps for resolving it have been taken, the dispute may be referred by either party or their representative to the Australian Industrial Relations Commission (AIRC) for conciliation and, if conciliation fails, arbitration.
- 16.4.2 For the purposes of s711 of the Workplace Relations Act (WR Act) the parties agree that the AIRC may apply the provisions of Divisions 3 and 4 of Part 3 of the WR Act with respect to the AIRC exercising its powers and functions under this Agreement.
- 16.4.3 Any decision or direction the AIRC makes in relation to the dispute shall be in writing. Any decision or direction of the AIRC, be it procedural or final, shall be accepted by all affected persons and complied with by the parties, subject to any right of appeal or review which may exist.
- 16.4.4 It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue in accordance with the established

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<sup>1</sup> In relation to breaches of the APS Code of Conduct, the relevant guidelines are the procedures established by the Director in accordance with section 15 of the *Australian Public Service Act 1996*.

custom and practice at the workplace, except where there is a reasonable concern about an imminent risk to an employee's health and safety.

## **17 FREEDOM OF ASSOCIATION**

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- 17.1.1 The Museum 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.

## **18 NOTICEBOARDS**

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- 18.1.1 Employees, employee representatives and employee organisations may use noticeboards at the workplace for the display of information.
- 18.1.2 The Museum may remove offensive or improper items. If material is removed from a noticeboard under this provision, the person removing the material will contact the person responsible for the material, if identifiable, and advise them of the reason for removal of the material.

## **19 EMPLOYEE ASSISTANCE**

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- 19.1.1 The Museum will continue to provide access, at no cost to employees, to an Employee Assistance Program. This is a confidential, professional counselling service that will be available to employees to help resolve both personal and work-related problems.

## Part 3: Museum Careers

### 20 CAREER DEVELOPMENT

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- 20.1.1 The Museum is committed to good practice in its approach to recruitment, promotion, assignment of duties, movement to or from other agencies and advancement. The Museum acknowledges that the *Public Service Act 1999* provides that the usual basis for engagement is as an ongoing employee. The Museum's selection reports and processes will be conducted using the Museum's Recruitment Guidelines.
- 20.1.2 The Museum will consult with employees through the WCC about any proposed changes to the Recruitment Guidelines.
- 20.1.3 To facilitate employee access to career development opportunities the Museum will maintain a Career Development Register (CDR) through which employees may register interest in vacancies for less than 12 months which may not otherwise be advertised.
- 20.1.4 To maximise career development opportunities for employees, non-ongoing or temporary jobs of less than 12 months may be filled by suitable staff members, without advertising or consideration of responses to advertising, and may be filled direct from the CDR.
- 20.1.5 New non-ongoing or temporary jobs for up to six months' duration will only be advertised, or filled from the CDR, if they cannot be filled from within the section or project where the job is located.
- 20.1.6 Non-ongoing or temporary job opportunities arising out of a backfilling situation for less than 12 months' duration will only be advertised, or filled from the CDR, if they cannot be filled from within the section or project where the job is located.

### 21 PERFORMANCE MANAGEMENT

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- 21.1.1 All employees are required to participate in performance management arrangements in relation to their own performance and, if they have management responsibilities, in relation to the performance of those employees for whom they have management responsibility.
- 21.1.2 The Museum will maintain a Performance Management Framework (PMF), in consultation with the WCC, that:
- a. links to the APS values set out in the *Public Service Act 1999*
  - b. aligns with business and project planning cycles and outcomes
  - c. refers to the Museum's work-level standards and capability framework

- d. assists staff with career mapping and in identifying development opportunities
  - e. provides procedural fairness and applies it in a consistent manner to all staff
  - f. provides avenues for employees to seek review of outcomes
  - g. includes appropriate training to assist managers and staff to effectively participate
  - h. provides for performance agreements to be made only in advance, not retrospectively, and to be reviewed and updated as required to ensure relevance to current work and goals
  - i. allows opportunities for employees to provide upward feedback to their supervisor
  - j. includes mechanisms to monitor and ensure compliance across the organisation
  - k. assists staff and supervisors with workload management and planning, including consideration of excessive workloads or excess working hours.
- 21.1.3 The WCC will monitor the operation of the PMF and consultation on any changes will be undertaken through the WCC. During the period of this Agreement, the MCF will consider and make recommendations to enhance the effectiveness of the PMF.
- 21.1.4 The parties agree to modify the Workplace Conversations performance management framework to:
- a. promote discussion of broader workplace issues
  - b. clarify staff responsibilities, rights and obligations  
and
  - c. improve staff understanding of Museum budget information and issues.
- 21.1.5 The Museum's performance management arrangements will include procedures for managing underperformance.
- a. The procedures for managing underperformance do not apply to employees who are subject to a period of probation, during the probationary period, or to non-ongoing employees.
  - b. The procedures do not apply in cases of suspected breaches of the Code of Conduct or where there is a health-related reason for the

unsatisfactory performance or where an essential qualification has been lost.

- c. The primary objective of the procedures is to assist employees to achieve the minimum required performance as quickly as possible. However, underperformance that continues can have significant consequences for employees, including termination of employment, reduction in classification or reassignment of duties.

21.1.6 Within the PMF the Museum will, in consultation with the WCC, maintain guidelines for managing underperformance, that provide for:

- a. a reasonable period of counselling and coaching for an employee whose performance appears to be unsatisfactory, before a formal warning
- b. if satisfactory performance is not achieved after the period of counselling and coaching, a formal warning is to be given to the employee setting out:
  - A. details of the required standards for the duties the employee has been assigned and how the employee has failed to meet those standards
  - B. details of how the employee's performance will be assessed
  - C. the possible consequences if the employee has not attained and sustained the required standards by the end of the assessment period.
- c. a fair and impartial assessment of the employee's work performance by a person nominated by the Director who is not part of the employee's work group over an agreed time that will normally be not less than two months or longer than three months
- d. provision of regular feedback to the employee on his or her performance during the assessment period
- e. employees to receive guidance or assistance from a person of their choice at any stage of procedures for managing under performance.

21.1.7 If, at the end of the assessment period, the employee's work performance is assessed as meeting the required standard, the assessor will report this finding to the Director and, if the Director agrees with the finding, the employee will be advised in writing of this and no further action need be taken under these provisions. The record of the assessment is 'personnel-in-confidence', will not be placed on personal files, will not be disclosed to outside parties and will be destroyed after two years (as per relevant

National Archives of Australia guidelines). The guidelines specify who can have access to the records.

- 21.1.8 If, at the end of the assessment period, the employee is assessed as not having met the required standard, the assessor will report this finding to the Director. If the Director agrees with this finding, the Director will advise the employee in writing of the finding and of the action that he or she proposes to take, which may include one or more of the following:
- a. reassignment of duties
  - b. reduction in classification
  - c. termination of employment
- or
- d. other appropriate action.
- 21.1.9 If an employee is advised of action under paragraph 21.1.8 above, the employee will be given seven days from the receipt of the advice to respond to the findings and the action proposed by the Director.
- 21.1.10 The Director, having taken into account the assessor's findings and the employee's response, will expeditiously advise the employee in writing of his or her decision and the action to be taken.
- 21.1.11 Where procedures under this Part result in termination of employment, the termination of employment provisions at clause 29 of this Agreement are applicable. Where procedures under this part result in reduction in classification, the employee is entitled to seek a review under section 33 of the *Public Service Act 1999*.

## **22 CAREER ENHANCEMENT**

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- 22.1.1 The Museum is committed to developing a high-quality workforce and enhancing employees' employment opportunities and employability by providing and supporting learning and development activities.
- 22.1.2 In balancing the requirements of the Museum and meeting the career needs of its employees, the Museum will provide learning and development opportunities that:
- a. have a clear connection with the Museum's work
  - b. have a direct link to work plans
  - c. assist employees' ongoing career development.

## **23 STUDY ASSISTANCE**

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- 23.1.1 Approval by the Director may be granted to an employee to undertake a formal course of study at a tertiary or other educational institution where the study is strongly linked to the corporate objectives or operational requirements of the Museum.
- 23.1.2 The Director may:
- a. grant assistance to an employee of up to a maximum of 75 hours paid study leave per semester.
  - b. reimburse (receipts to be provided) some or all of the study-related costs.
- 23.1.3 The Director will reimburse approved costs for an employee to learn a language that the Museum recognises as being of benefit to the Museum's requirements.
- 23.1.4 A part-time employee will receive the same study leave credit as a full-time employee, except the credit will be based on the part-time employee's prescribed weekly hours.
- 23.1.5 Discretionary miscellaneous leave may be granted to employees who wish to undertake full-time study.

## **24 INDIGENOUS EMPLOYMENT AND CULTURE**

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- 24.1.1 The Museum is committed to promoting workplace diversity and being sensitive to the needs of Aboriginal and Torres Strait Islander peoples.
- 24.1.2 During the life of the Agreement, the Museum will consult through the MCF and with Indigenous employees about measures that may be implemented by the Museum to encourage recruitment and retention of Indigenous employees, the involvement of Indigenous people and communities in the work of the Museum and the development of culturally appropriate operational practices.
- 24.1.3 In addition to other measures available under the Agreement to support Indigenous employment, the Museum will, upon approval:
- a. provide a \$1,500 subsidy to employees who undertake approved external Indigenous cultural awareness or language training or mentoring activities
  - b. establish a funding pool of at least \$5,000, in addition to study assistance, to support bridging and other enabling studies and skills training for Indigenous employees  
and

- c. develop, in consultation with the WCC, guidelines to assist the granting of personal and/or discretionary leave and access to flexible work provisions for Indigenous employees for cultural and community purposes.

## **25 MATURE AGE WORKERS**

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25.1.1 The Museum values the skills, experience, expertise and knowledge of its mature age workers. In keeping with the provisions of this agreement relating to flexibility and work life balance, measures to assist mature age employees transition to retirement include:

- a. access to appropriate part-time arrangements
- b. flexible work hours
- c. job sharing
- d. purchased leave

## **26 JOB CLASSIFICATION, JOB TITLES AND SALARY RATES**

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- 26.1.1 Jobs in the Museum will be classified under the APS eight-level classification structure and remunerated as per Appendices 1 or 3, as appropriate.
- 26.1.2 The Museum will maintain Work Level Standards (WLS), in conjunction with the WCC, to determine the appropriate classification for new jobs and in any review of work value for existing jobs. Any disputes about the changes to the WLS will be subject to the Dispute Resolution procedures at clause 16.
- 26.1.3 Broad-banding means classifying a position or class of positions across two or more classification levels to provide a broader salary range. The purpose of broad-banding is to encourage the development of employee skills and provide an opportunity for career growth within broad-banded classifications without the need for a competitive merit selection exercise for movement between classification levels within the broad-band.
- 26.1.4 It is recognised that there may be benefits for the Museum and its employees in the introduction of broad-banding arrangements. Within 12 months of commencement of this Agreement, the Museum will consult with employees about introducing broad-banding with a view to developing a proposal. Based on the outcome of consultations with employees, the parties to the agreement may agree to a framework for implementing broad-banding arrangements for particular jobs or groups of jobs. The Museum may implement broad-banding under the agreed arrangements, in consultation with affected staff and their representatives.

## **27 SALARY**

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### **27.1 Salary advancement**

27.1.1 Eligibility for salary advancement within each job classification is linked to each employee's assessment in accordance with the Performance Management Framework Guidelines. Salary advancement for employees whose performance is assessed as satisfactory or better will take effect from the first full pay period commencing after completion of the performance management cycle on 30 June each year, and will be processed after requirements in the Guidelines have been satisfied.

### **27.2 Salary on engagement or promotion**

27.2.1 On appointment, promotion or movement from another agency, salary will generally be payable at the minimum point of the salary scale applicable to the work value level of the job. The Director may authorise payment of a salary above the minimum point in the salary range in the following circumstances:

- a. where the experience, qualifications and skills of the employee justify the higher salary
- b. on promotion or movement from another agency, where the salary or higher duties salary prior to promotion was equal to or exceeded the minimum salary of the new classification, salary will be payable at the minimum point within the salary range that is higher than the previous salary or higher duties salary (unless the previous salary or higher duties salary was equal to or higher than the highest salary point for the new classification)  
or
- c. on engagement with the Museum or movement or promotion from another Australian Government Agency, the Director may agree to preserve an employee's pre-existing salary, including a salary that exceeds the maximum rate for the classification under this Agreement until such time as that salary is exceeded by the relevant salary that would otherwise be payable under this Agreement.

27.2.2 Where, at the time of engagement with the Museum, an employee's salary is set at an incorrect salary point, the Director may authorise in writing the payment of the employee's salary at the correct salary point.

Note: 'Engagement' is the term used in the *Public Service Act 1999* to refer to the commencement of both ongoing and non-ongoing employment.

### **27.3 Salary when working at a lower classification level**

- 27.3.1 Where an employee requests, in writing, to temporarily perform at a lower job classification, the Director may determine in writing that the employee be paid at a salary point within the range for the lower classification, taking into account relevant circumstances.

### **27.4 Salary packaging**

- 27.4.1 Subject to guidelines decided by the Director, an employee may elect to sacrifice up to 50 per cent of salary for approved non-salary benefits provided that salary (i.e. pre-sacrifice salary) for superannuation, severance and termination purposes will continue to be that prescribed in this Agreement.

## **28 SUPERANNUATION**

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- 28.1.1 For an employee who exercises superannuation choice, the Museum undertakes to reconcile the employer superannuation guarantee contributions to the agreed fund, annually on 30 June, and if the employer contribution for the year to 30 June is less than 15.4% calculated on Fortnightly Contributions Salary (FCS), the Museum will supplement the employer contribution to the equivalent of 15.4% FCS. The supplementary payments will be made as soon as is operationally practicable.

## **29 TERMINATION OF EMPLOYMENT**

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- 29.1.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under:
- a. division 4 of Part 12 of the Workplace Relations Act 1996
  - b. other Commonwealth laws (including the Constitution)
  - c. at common law.
- 29.1.2 Termination of employment, or a decision to terminate employment, cannot be reviewed under the dispute avoidance and settlement procedures set out in clause 16.2 of this Agreement.
- 29.1.3 Nothing in this Agreement prevents the Director from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with section 661 of the *Workplace Relations Act 1996*, subject to compliance with the procedures established by the Director for determining whether an employee has breached the Code of Conduct under section 15 of the *Public Service Act*.

## Part 4: Managing Work

### 30 FLEXIBLE WORK ARRANGEMENTS

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#### 30.1 Application

- 30.1.1 These provisions do not apply to rostered employees as defined in this Agreement.
- 30.1.2 Flexible work arrangements will be applied in accordance with the following principles:
- a. managers and employees will work together to ensure that flexible working arrangements are used to balance work requirements with employees' personal lives.
  - b. employees will not be required to work excessive hours as a matter of course, but will work reasonable additional hours as may be required from time to time for operational reasons.

#### 30.2 Hours of work

- 30.2.1 A full-time employee's ordinary hours of work will be 7 hours and 21 minutes per day.
- 30.2.2 However employees agree to continue to work an additional 4 minutes as reasonable additional hours, on completion of ordinary hours each day, in return for two days paid time-off per year for the two days between Christmas and New Year which would otherwise be working days, as provided in Part 6 of this Agreement, and other benefits under this Agreement.
- Note: Employees required to work during the two close-down days will be entitled to be paid at the weekday overtime rate for approved time worked— see clauses 32- (Overtime) and 63 (Christmas closedown). In addition, employees may be placed on restricted duty at the ordinary weekday rate - see clause 34 (Restricted duty) and sub-clause 57.4 (Restricted duty).
- 30.2.3 Unless otherwise agreed by an employee the span of hours during which employees may work ordinary hours are 7.00am to 7.00pm, Monday to Friday.
- 30.2.4 If there is no other agreement about working hours in place, an employee's standard hours of work are 7 hours 21 minutes per day. This is a total of 36¾ hours per week or 147 hours per four-week settlement period.
- 30.2.5 Leave accruals and deductions, deductions for unauthorised absences, deductions for participation in industrial action as defined in the *Workplace Relations Act 1996*, and calculations relating to overtime and part-time hours will all be based on the standard day of 7 hours and 21 minutes.

- 30.2.6 Employees must have a minimum of a half-hour break after five hours continuous work, and a maximum of 10 ordinary hours can be worked in any one day.
- 30.2.7 An employee may make a written agreement with their supervisor about their pattern of attendance. Such an agreement may vary the span of hours during which the employee may work ordinary hours.
- 30.2.8 An employee may agree to work ordinary hours outside the span of hours on the basis that they can accrue flextime or time off in lieu (TOIL), but will not be compelled or directed to work outside the span of hours without payment of overtime or granting of TOIL at the appropriate rate.

### **30.3 Workload management for Executive Level employees**

- 30.3.1 Executive Level employees are senior employees of the Museum and it is recognised that they have a joint responsibility with their supervisor to manage their workload to ensure that operational requirements are met. However, it is acknowledged that, from time to time, employees may need to work extended hours to cope with peak workloads or to meet deadlines.
- 30.3.2 In order to assist Executive Level employees and their supervisors to manage excess workloads, supervisors will be flexible in granting TOIL for excess hours worked or time worked outside ordinary hours, including travelling for work where agreed.
- 30.3.3 Where the Director or relevant General Manager believes that work required for a particular project or peak activity period cannot reasonably be completed by an Executive Level employee without working excess hours, and that it will not be possible for the employee to have time off in lieu at a mutually agreeable time, the Director or General Manager may approve a credit of up to five additional days of annual leave in a calendar year.
- 30.3.4 An employee on the lowest Executive Level 1 pay point immediately prior to commencement of this Agreement will be eligible to advance directly to the new third pay point when they are next due for salary advancement under the performance management framework.

### **30.4 Flexible working hours for APS Level 1 to 6 employees**

- 30.4.1 Museum employees working in jobs classified at APS Levels 1 to 6 or equivalent may access flextime under which ordinary hours of work may be averaged over a four week settlement period, with a maximum credit carry-over between settlement periods of 25 hours, pro-rata for part-time employees, and a maximum debit carry-over of 10 hours.

30.4.2 Where there is an additional workload that cannot be accommodated within the constraints of flextime, including whilst travelling for work, supervisors may grant TOIL for excess hours worked or time worked outside agreed hours.

### **30.5 Casual and intermittent employment**

30.5.1 The Museum may engage employees under s22 of the Public Service Act to undertake duties that are irregular and intermittent. In addition to the normal hourly rate, a casual employee will be paid a loading of 20% of the hourly rate in lieu of paid leave other than long service leave.

30.5.2 The minimum daily engagement for a casual employee is 2 hours.

30.5.3 To ensure that the duties undertaken by a casual employee are irregular and intermittent, at six monthly intervals the Museum will review the work patterns and hours of work of casual employees. Where a casual employee's (or combination of casual employees') work pattern and hours of work indicate that the duties being undertaken are not irregular or intermittent and are of a more regular nature, the Museum may identify the employment as ongoing or fixed-term employment, including part-time employment, and will arrange for an ongoing employee to undertake the duties subject to a merit selection process.

30.5.4 The usage of casual employees will be reported to the WCC.

## **31 UNSATISFACTORY ATTENDANCE**

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31.1.1 Where an employee is absent from duty without approval the employee's pay and other benefits provided under this Agreement will cease to be available until the employee resumes duty or is granted leave.

31.1.2 Access to flextime will not apply in circumstances where:

- a. a supervisor considers an employee's attendance is unsatisfactory or persistently in breach of agreed arrangements  
and/or
- b. a supervisor considers that an employee is misusing the arrangements.

31.1.3 Where flextime no longer applies, employees are to work standard hours of seven hours and 21 minutes during the period of 7.00 am to 7.00 pm, Monday to Friday or, for part-time employees, their agreed hours. Employees on standard hours may be directed to commence work, for operational reasons, at particular times within the bandwidth for ordinary hours. Employees will also be required to work the additional four minutes per day as per 30.2 (Hours of Work) under this Agreement.

## 32 OVERTIME

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### 32.1 Direction required to qualify overtime payments

- 32.1.1 The Director or delegate may direct an employee to work outside the 7.00 am to 7.00 pm bandwidth, or in excess of 10 hours in any one day, and an APS Level 1 to 6 employee, if so directed, is entitled to payment of overtime provided that:
- a. the direction to work overtime is made in advance, or the overtime is approved in writing by the relevant General Manager
  - b. overtime for full-time employees will be payable for actual time worked outside of the agreed bandwidth Monday to Friday, if the work commences prior to 7.00 am or extends beyond 7.00 pm, or after the completion of 10 hours in a day
  - c. for part-time employees, overtime is payable for actual time worked outside their agreed hours of duty
  - d. instead of payment, the employee and their supervisor may agree to access time off in lieu (TOIL) at the relevant overtime rate
  - e. where there is agreement to access TOIL, the employee and their supervisor must agree in writing on the date(s) and time(s) of the TOIL
  - f. TOIL must be used within one month of the relevant overtime or, if not used, must be paid out at the relevant rate
  - g. these provisions do not apply to work undertaken under Museum Visitor Support at clause 4.8, except if the employee is directed to work beyond their usual weekday working hours
  - h. an employee may, with reasonable cause, decline to work overtime. Reasonable cause may include circumstances where the working of the overtime would result in the employee working hours which are unreasonable having regard to the employee's personal circumstances including family responsibilities and the employee's health and safety.

### 32.2 Overtime rates

- 32.2.1 Overtime will be paid, or TOIL granted, as follows:

Approved time worked	Overtime/TOIL rate
Monday to Friday	Time and a half
Saturday and Sunday	Double time
Public holidays	Double time and a half

- 32.2.2 Overtime will be paid, or TOIL granted, based on the actual overtime worked. Employees who are required to undertake overtime that is not continuous with ordinary duty will receive a minimum payment or TOIL of one hour. Where the period of overtime is greater than one hour, payment is made for the actual period worked.
- 32.2.3 Employees must elect to be paid salary or to access TOIL when completing an Overtime Approval form.

### **33 BREAKS**

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- 33.1.1 Employees must have a minimum of a half-hour break after five hours continuous work.
- 33.1.2 Where an employee works overtime he or she shall, unless otherwise directed, take an eight-hour break plus reasonable travelling time before recommencing work without incurring any loss of pay. Where this break is not possible due to operational requirements, the employee will be paid double time for the next period of work.

### **34 RESTRICTED DUTY**

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- 34.1.1 The Director and an employee may make a written 'restricted duty' agreement in respect of a requirement for the employee to remain on call (i.e. contactable and available for work) outside the employee's ordinary hours of work. Employees are not expected to remain on call unless there is an agreement in place. A restricted duty agreement shall specify the particular times during which the employee is required to remain on call and shall specify an allowance in the form of a minimum hourly rate of payment as specified at sub-clause 57.4.1 of this Agreement. A higher rate may be specified in the employee's restricted duty agreement.

## **Part 5: Rostered employees**

### **35 APPLICATION**

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- 35.1.1 Employees may be engaged in, promoted to, or assigned duties of jobs that are subject to a roster under the provisions of this Part.
- 35.1.2 The provisions in this Part apply only to employees rostered to perform ordinary duty on Saturdays, Sundays, and Public Holidays for an ongoing or fixed period.
- 35.1.3 Part 4 of this agreement (Flexible work arrangements), other than clause 4.7 (restricted duty), does not apply to rostered employees.

### **36 GENERAL PROVISIONS FOR ROSTERED EMPLOYEES**

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#### **36.1 Shift Penalties**

- 36.1.1 Unless otherwise specified in this Agreement and, except for payment of relevant shift loadings and overtime entitlements, Saturday and Sunday will be treated as far as possible as normal working days for rostered employees.
- 36.1.2 The parties to the Agreement agree to consider implementing, during the period of the agreement, arrangements to average shift penalties, on a whole of business unit basis, on the principle that there will be no financial detriment to any employee over the period of a roster cycle. Arrangements will be developed in consultation with affected staff and their representatives. The basis for averaging and the application to particular business units will only be implemented by agreement of the parties in consultation through the WCC.

#### **36.2 Half-day absences**

- 36.2.1 Rostered employees who are rostered for a full day may have annual leave approved to cover a half-day absence.

#### **36.3 Unauthorised absence – rostered employees**

- 36.3.1 Where a rostered employee is absent from duty without approval, the employee's pay and other benefits provided under this Agreement will cease to be available until the employee resumes duty or is granted leave.

#### **36.4 Rostered employment –definitions**

<b>Term</b>	<b>Definition</b>
Additional hours:	For a part-time rostered employee, hours that an employee

	agrees to work in accordance with sub-clause 43.1.1 in this Agreement.
Base salary:	For an employee, the relevant salary set out at Appendix 2.
Overtime:	For an employee, hours worked as directed in accordance with clause 32 or clause 44 in this Agreement
Rostered day:	For an employee, a day on which the employee is scheduled to work as specified in a roster made in accordance with clause 40 of this Agreement
Rostered hours	The ordinary hours an employee is rostered to work as specified in a roster made in accordance with clause 40 of this Agreement.
Roster period	A period notified under clause 40 of this Agreement, being a seven-day week or a multiple of seven-day weeks.
Shift	A continuous period of duty, inclusive of rostered hours, additional hours, approved overtime and/or compulsory minimum meal breaks.

## **37 HOURS OF WORK FOR ROSTERED EMPLOYEES**

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### **37.1 Ordinary Hours**

- 37.1.1 Ordinary hours of work for full-time rostered employees are 38.75 hours per seven-day week, and reasonable additional hours, and may be averaged over the number of weeks in a roster period.
- 37.1.2 Employees may be rostered to work a maximum of 10 ordinary and/or additional hours in any one day, excluding meal breaks, within an 8.00 am to 8.00 pm bandwidth and for no more than three consecutive days. Employees may not be rostered to work more than five consecutive days unless this is agreed with the individual employee at the time the roster is implemented or changed.

## **38 PART-TIME ROSTERED EMPLOYMENT**

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- 38.1.1 Part-time rostered employees are those whose rostered hours average less than 38.75 hours per seven-day week over a roster period.
- 38.1.2 To the extent of any inconsistency, the provisions in this Part displace the part-time employment provisions in Part 6 of this Agreement.
- 38.1.3 Part-time rostered employees will receive equivalent pay and conditions to full-time Rostered employees, on a pro rata basis.

- 38.1.4 Unless otherwise agreed with the employee, the minimum number of hours a part-time employee will work on a roster is four hours per week, or an average of four hours per week over a roster period.

## **39 BREAKS**

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- 39.1.1 An unpaid break of at least 30 minutes will be taken as rostered or otherwise directed after no more than five hours continuous work.
- 39.1.2 In addition to any local arrangements for short breaks from duty, rostered employees will be entitled to one paid break of 15 minutes per shift, provided the shift extends beyond three hours.
- 39.1.3 A rostered employee who does not receive an eight-hour break, inclusive of travel time, between ceasing work and commencing work on their next rostered day will receive an additional payment of 100 per cent of their base salary for the hours that they work up to the time they commence an eight-hour break, inclusive of travel time.

## **40 ROSTERS**

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- 40.1.1 The Museum will develop rosters as required from time-to-time, in consultation with employees covered by the roster and, where they choose, their representatives. Rosters will cover seven days a week and will specify a roster period in weeks.
- 40.1.2 Employees will be given notice of the implementation of a new roster, and be provided with details, at least one full pay fortnight prior to the commencement of the roster.
- 40.1.3 The Museum may vary rostered days and starting and finishing times with seven days' notice in writing, or earlier by agreement with the employee.
- 40.1.4 The minimum shift will be two hours.
- 40.1.5 Split shifts will not be used in a roster. This provision does not include additional hours worked on the same day as rostered hours, or overtime.

## **41 REMUNERATION FOR ROSTERED EMPLOYEES**

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### **41.1 Base salaries**

- 41.1.1 Base salaries for rostered employees are set out in Appendix 2. These rates have been negotiated to compensate for standard full-time hours of seven hours and 45 minutes per day and the other requirements in this Part.

## **41.2 Shift loadings**

- 41.2.1 A rostered employee will receive a uniform shift loading of 60 per cent of their base salary for rostered and additional hours on a Saturday or a Sunday. An employee working on a Public Holiday will receive a shift loading of 100 per cent of their base salary for ordinary and additional hours.
- 41.2.2 An employee who is not rostered to work on a public holiday, including while on approved annual leave, will receive one days' payment in lieu, at the ordinary rate. Alternatively, a rostered employee may elect to take one day's leave at the ordinary weekday rate, provided that the taking of leave is approved in advance and notified to Employee Relations and People Development Section before the relevant cut-off for the public holiday payment.
- 41.2.3 Shift loading payments will be made in respect of any duty which an employee would have performed had the employee not been on approved annual leave.

## **42 ADDITIONAL LEAVE FOR ROSTERED WEEKEND DAYS**

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- 42.1.1 Rostered employees will be entitled to payment for an additional day of paid leave if they work a total of four rostered weekend days, accumulating up to a maximum of five days per year if they work a total of 20 weekend days. A rostered overtime shift of three hours or more that commences or ceases on a Saturday or Sunday will count in the calculation.
- 42.1.2 Employees will be paid out by the end of October each year, or on termination of employment with the Museum, for leave accumulated under this provision as at 30 June. However employees will have the option of taking the additional leave at a mutually agreed time. Employees wanting to take the entitlement as time off must apply in writing before 30 June in the 12 months that the entitlement is accrued, and must take the leave by 30 June in the following year.

## **43 ADDITIONAL HOURS**

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- 43.1.1 Part-time rostered employees may agree to work additional hours at the ordinary rate within the 8.00 am to 8.00 pm bandwidth, up to a maximum of 132 hours in a four-week roster period (or equivalent), inclusive of rostered and additional hours.
- 43.1.2 The working of additional hours will be entirely voluntary and the Museum will not pressure an employee to agree to work additional hours. The Museum accepts that there are a range of reasons why employees choose to work part-time and accepts that an employee may decline an offer to work additional hours without explanation.

- 43.1.3 Leave entitlements are not accrued in respect of additional hours.
- 43.1.4 Rostered employees will be paid for a minimum of two hours if there is a break of more than 30 minutes between their rostered hours for the day and the additional hours.
- 43.1.5 Additional hours worked on weekend days or public holidays will attract the relevant loading.

#### **44 OVERTIME FOR ROSTERED EMPLOYEES**

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- 44.1.1 Overtime is payable to rostered employees if they are required to work outside their rostered hours, agreed additional hours and/or outside the 8.00 a.m. to 8.00 p.m. bandwidth.

Note: If an employee has worked their maximum additional hours, they can only continue to work if overtime is approved in advance.

- 44.1.2 A rostered employee eligible to receive overtime payments will be paid at the following rates:

<b>Approved time worked</b>	<b>Overtime rate</b>
Monday to Friday	150% of base salary
Saturday and Sunday	200% of base salary
Public holidays	250% of base salary

- 44.1.3 By agreement between the employee and their supervisor, a rostered employee may elect to take paid time off in lieu of overtime on an hour for hour basis, i.e. an hour off for each hour worked. Unless otherwise agreed, time off in lieu will be taken on a “like for like” basis.

Note: Overtime worked ordinary weekdays will usually be taken as TOIL on a weekday and TOIL worked on a weekend will be taken on a weekend.

- 44.1.4 Rostered employees will be paid for a minimum of two hours if there is a break of more than 30 minutes between their rostered hours for the day and the a period of overtime and/or additional hours. If the period of overtime is greater than two hours, payment will be made for the actual period worked.
- 44.1.5 A rostered employee who works a combination of additional hours and overtime that is not continuous with rostered hours will be paid for a minimum of two-hours for the combined period.
- Note: If a compulsory half-hour break is required at the end of a rostered shift, subsequent overtime that day is not considered continuous with the rostered hours of work.
- 44.1.6 Overtime may only be paid if the direction to work overtime is made in advance, or the relevant General Manager approves the overtime in writing.
- 44.1.7 An employee may, with reasonable cause, decline a request to work overtime.

## Part 6: Leave

### 45 LEAVE CREDITS AND PRIOR SERVICE

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- 45.1.1 Leave accrues and is debited on the basis of standard hours (i.e. 7 hours and 21 minutes per day, Monday to Friday) of operation.
- 45.1.2 Leave credits are to be accrued and used in accordance with this Agreement. The Museum will recognise accrued balances of annual and personal/carers leave, however described, for employees joining the Museum from agencies governed by the *Public Service Act 1999*, the *Parliamentary Services Act 1999* or the *Australian Capital Territory Government Service (Consequential Provisions) Act 1994*.
- 45.1.3 Provisions for the recognition of prior service for long service leave purposes are set out in the *Long Service Leave (Commonwealth Employees) Act 1976*. Employees who have a period of prior service recognised in accordance with the legislation may also have that period of service recognised for the purpose of establishing a personal leave credit, provided that the break in continuous service has not exceeded two months. Personal leave will be credited for a recognised period of prior service at the rate applying under this Agreement, less any leave taken or paid out before the employee commenced with the Museum. If the employee is unable to provide written evidence of leave taken during a period of recognised prior service, a deduction of five days per year of recognised service will be made.
- 45.1.4 The Director or delegate may recognise prior service for personal leave from other public sector organisations.
- 45.1.5 New employees who have half-pay sick leave credits recognised from service with a former employer will have those credits converted to full pay.
- 45.1.6 Where an application for leave is declined, the delegate will provide written reasons on request from the employee.

### 46 ANNUAL LEAVE

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- 46.1.1 Full-time employees, other than rostered employees, will accrue an annual leave credit of 12 hours and 15 minutes for each completed month of service. Full-time rostered employees will receive an annual leave credit of 12 hours and 55 minutes for each completed month of service. Part-time employees receive the same credit as a full-time employee, except the credits are calculated pro rata based on the part-time employee's prescribed weekly hours.
- 46.1.2 Unless otherwise provided in this Agreement, annual leave may only be taken as whole days at full pay.

- 46.1.3 An employee with at least 6 weeks annual leave credit can, upon written application, cash-out up to 2 weeks of annual leave once in any 12 month period, provided they have taken at least 2 weeks annual leave in the previous 12 months. In accordance with the Workplace Relations Act, the payment must be at least at the employee's usual ordinary rate of pay at time the election is made, and cash out may only be made on an annual basis.
- 46.1.4 Annual leave is for the purpose of rest and relaxation. It is in the interests of the Museum and employees to use annual leave in a manner that avoids the accumulation of extensive annual leave credits. Accordingly, if an employee's annual leave credit is in excess of 8 weeks, the Museum may direct the employee to take up to 2 weeks of that leave.

## **47 LONG SERVICE LEAVE**

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- 47.1.1 The minimum amount of long service leave that can be taken is seven calendar days.

## **48 DISCRETIONARY MISCELLANEOUS LEAVE**

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- 48.1.1 The Director may approve leave not otherwise provided under the Agreement. Discretionary Miscellaneous leave can be with or without pay and may count as service or not, as determined by the Director.

## **49 PURCHASED LEAVE**

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- 49.1.1 Employees, may elect to purchase one (51/52), two (50/52), three (49/52) or four weeks (48/52) purchased leave per year.
- 49.1.2 Once an election has been made, the employee's salary payments will be averaged over the whole year to ensure a standard payment is received each fortnight.
- 49.1.3 Purchased leave will not affect entitlement for other forms of leave or an employee's continuity of service.
- 49.1.4 In relation to purchased leave for rostered employees:
- a. access may be subject to agreement on when the employee will take the additional leave
  - b. if, while an agreement is in place, there is a change in the number of rostered hours for an employee, adjustment of payments may be required
  - c. purchased leave will not attract weekend or public holiday penalties.

## **50 PERSONAL LEAVE**

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### **50.1 Personal leave and productivity**

50.1.1 The parties to the Agreement recognise that unplanned absences impact on productivity. The parties to the Agreement have also agreed to a productivity saving by limiting the accrual of unused personal leave. Under the arrangements below, the parties to the Agreement have agreed that employees may continue to access their full entitlement of 20 days' personal leave in the year in which the leave is credited. However the maximum number of working days that may be added to accumulated credits at the end of the year is limited to 18 days.

50.1.2 Paid personal leave will be taken at full pay.

### **50.2 Allowed purposes**

50.2.1 Personal leave will be available when absence is:

- a. due to personal illness or injury; or
- b. for the purposes of caring for an ill member of the immediate family or household who is dependent on the care and support of the employee or for an ill person for whom the employee has primary caring responsibility; or
- c. for other personal emergencies involving the immediate family or household
- d. due to bereavement in the employee's family.

50.2.2 The Director has the discretion to grant paid personal leave to an employee, notwithstanding that credits have been exhausted, provided that the leave would have been approved if credits were available.<sup>2</sup>

### **50.3 Medical Certificates**

50.3.1 The delegate may grant personal leave with pay to an employee without production of a medical certificate, provided that they are satisfied that the employee has a genuine non-work-related personal illness or injury, unless the Museum has advised the employee in writing that a certificate is required for future periods of personal leave. Where it is not reasonably practical for

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<sup>2</sup> There is no limit to the total amount of personal leave that may be granted, however Public Service Regulation 3.2 empowers the agency head to direct an employee to be examined by the Commonwealth Medical Officer.

an employee to obtain a medical certificate, the employee may supply a statutory declaration.

- 50.3.2 Medical certificates must be provided where the absence is related to a compensation claim.
- 50.3.3 Medical certificates from a registered health practitioner will be accepted for personal leave purposes, except in cases involving compensation where only certificates from registered medical practitioners are accepted.

#### **50.4 Other personal circumstances**

- 50.4.1 Up to 5 days paid personal leave may be used, subject to available credits, for personal circumstances approved by the Director.

#### **50.5 Credits and accrual**

- 50.5.1 On engagement, an ongoing non-rostered employee will be credited with 147 hours personal leave on commencement of employment (pro-rata for part-time employment). In addition, the employee will accrue personal leave after each fortnight of employment on a pro rata basis, based on 147 hours full pay per year. Unused personal leave will accumulate; however, the maximum number of working hours that may be added to accumulated credits at the end of the year is 132 hours 18 minutes (pro rata for part-time employment).
- 50.5.2 On engagement, an ongoing rostered employee will be credited with 155 hours personal leave on commencement of employment (pro-rata for part-time employment). In addition, the employee will accrue personal leave after each fortnight of employment on a pro rata basis, based on 155 hours full pay per year. Unused personal leave will accumulate; however, the maximum number of working hours that may be added to accumulated credits at the end of the year is 139 hours 30 minutes (pro rata for part-time employment).
- 50.5.3 Personal leave is not paid out on separation from the Museum.

#### **50.6 Minimum entitlements**

- 50.6.1 If an employee has exhausted his or her entitlement to paid personal leave or does not have an entitlement to paid personal leave, the employee may take up to 2 days' unpaid carer's leave each time a member of the employee's immediate family or household requires care or support because of a personal illness or injury of the member, or an unexpected emergency affecting the employee.

- 50.6.2 An employee may take up to 2 days' paid compassionate leave each time a member of the employee's immediate family or household: contracts or develops a personal illness that poses a serious threat to his or her life; sustains a personal injury that poses a serious threat to his or her life; or dies. This leave is not deducted from personal leave credits.

## **50.7 Notification of absence**

- 50.7.1 Employees must notify their supervisor of their intention to be absent as soon as reasonably practicable and preferably before 10.00am on the actual day of absence and, unless a medical certificate is obtained, must establish whether a certificate is required.

## **51 OTHER FORMS OF LEAVE**

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### **51.1 War service sick leave**

- 51.1.1 Employees with certain Defence Force Service entitlements prescribed by the *Veterans' Entitlement Act 1986* are eligible for additional sick leave.
- 51.1.2 Eligible employees may accrue two separate credits: a special credit of nine weeks on commencement in the APS and an annual credit of three weeks for each year of service in the APS. Unused credits will accumulate to a maximum of nine weeks for each type of credit.
- 51.1.3 War Service Sick leave is not paid out on separation from the Museum.

### **51.2 Jury duty leave**

- 51.2.1 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 allowances may be accepted. Proof of attendance and the duration of attendance are to be obtained from the court by the employee and attached to the leave form.

### **51.3 Blood bank leave**

- 51.3.1 Paid leave will be available to attend the blood bank for the purposes of donating blood.

## **52 MATERNITY, PATERNITY AND ADOPTION LEAVE**

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### **52.1 Maternity Leave Act**

- 52.1.1 Eligible female employees are entitled to 12 weeks maternity leave (after the qualifying period) in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* and Division 6 of Part 7 of the Act.

- 52.1.2 If an employee is entitled to paid leave under the Maternity Leave Act:
- a. the employee is entitled to an additional two weeks of paid leave within the maximum period of maternity leave
  - b. 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, however 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 Act
  - c. during the period of leave under the Maternity Leave Act, an employee may access their annual leave credits at half-pay however this entitlement will not extend the total period of paid or unpaid leave under the Maternity Leave Act.

## **52.2 Paternity, adoption and other maternity leave**

- 52.2.1 An ongoing employee, unless or until they are entitled to paid leave under the Maternity Leave Act, shall be entitled to up to 15 working days paid maternity or paternity leave. An ongoing employee shall also be entitled to up to 15 working days paid adoption leave. If the applicant is to be the primary caregiver, they will be entitled to an additional period of up to 49 weeks unpaid parental leave. The paid portion of this leave may be taken on half pay (i.e. up to 30 days on half pay).
- 52.2.2 For the purposes of this provision, a working day for a rostered employee means a day on which the employee is rostered to work in accordance with the provisions of Part 5 of this Agreement.
- 52.2.3 Entitlements under this provision will also be available:
- a. as maternity leave for ongoing employees with less than 12 months' service that, but for the qualifying requirement for 12 months' service, would be entitled to maternity leave under the Maternity Leave Act.
  - b. to non-ongoing employees, on the basis of five working days to be available after completion of each three calendar months service, to the maximum of 15 working days after nine months service.
- 52.2.4 Leave for an adoptive parent must be used within 12 months from the date one week before the date of placement of a child who has not previously lived with the employee for a continuous period of six months or more. The leave does not apply when the employee adopts a child of a partner and the child has been living with the employee for a significant period.

- 52.2.5 Parental leave under this provision must be used within 24 months of the birth of the child. The paid portion of the leave may be taken on half pay (i.e. six weeks' half pay). Unused leave under this provision will not be cashed out on termination of employment.

### **52.3 Carer's Leave**

- 52.3.1 The Museum acknowledges that caring responsibilities are a significant issue for many employees and will work with individual employees to help balance their responsibilities as a carer with the operational requirements of their employment with the Museum. Accordingly, the Museum may agree with an employee under clause 10 of this Agreement to a "caring" package to allow the employee to adopt part-time work arrangements to meet their individual requirements as they change over time. This could include arrangements to cover childcare requirements, care out of school-hours, school holidays, treatment regimes and the like.
- 52.3.2 A Flexibility Agreement including a carer's package may include employee agreement to be flexible regarding assignment to duties and tasks from time to time that the Museum deems to be appropriate having regard to the part-time arrangements as it applies from time to time.

## **53 LEAVE FOR EMERGENCY DUTY WITH STATE EMERGENCY SERVICES**

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- 53.1.1 Employees who are members of a state emergency service, fire-fighting service, search and rescue unit or other volunteer organisation that responds to an emergency call by the police or other appropriate authority, are able to access paid leave for that purpose.
- 53.1.2 An employee must notify his or her supervisor or appropriate manager as soon as possible regarding the requirement to take leave to attend an emergency.
- 53.1.3 Proof of attendance and the duration of attendance are to be obtained from the appropriate authority by the employee and attached to the leave form.

## **54 SUPPORT FOR DEFENCE RESERVISTS**

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- 54.1.1 The Museum will support Defence Reservists with access to the following leave arrangements to undertake peacetime training and deployment.
- a. Up to four weeks (20 working days or 28 calendar days) paid Discretionary Miscellaneous Leave, to count as service, for Reservists undertaking Defence service;
  - b. an additional two weeks paid Discretionary Miscellaneous Leave, to count as service, for training on commencement with the Defence Reserves;

- c. additional Discretionary Miscellaneous Leave for Defence service, either on an unpaid, top-up pay or full pay basis, subject to the Museum's operational requirements specific approval on each occasion.

54.1.2 The Museum will:

- a. not require Defence Reservists to pay their tax-free Reserve salary to the Museum in any circumstances;
- b. allow Defence leave entitlements to accumulate and be taken over a 2 year period;
- c. maintain Reservists remuneration entitlements, including superannuation (subject to the rules of the relevant superannuation fund), studies assistance and salary increases and advancement, during periods of Defence service.

## **55 WORKPLACE RELATIONS LEAVE**

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55.1.1 Subject to operational requirements and following the requirements of clause 16 (Dispute Resolution), the Director may grant leave of absence to employees who are required to attend industrial proceedings, on the following conditions:

- a. Leave of absence will be granted to employees who are required to attend a proceeding and, subject to operational requirements, other employees with a genuine interest in the proceeding.
- b. leave of absence for conduct of the case will be with full pay
- c. leave of absence for preparation of a case will be without pay and will not exceed three months in any 12-month period.

55.1.2 In order to prevent intimidation and maintain a fair and discrimination free workplace, leave of absence with full pay may be granted to any employee or employee representative summoned as a witness in industrial proceedings, regardless of the capacity in which they are summoned. The grant of leave with pay will be subject to the provision of proof from a member of the AIRC, the Industrial Registrar or a Deputy Industrial Registrar that the attendance of that witness required.

55.1.3 The Director may grant leave of absence to employees to attend short training courses or seminars on the following conditions:

- a. that Museum operating requirements permit the grant of leave
- b. that the scope, content and level of the short courses are such as to contribute to a better understanding of workplace relations

- c. leave of absence granted will be with full pay, not including shift and penalty payments or overtime.

## Part 7: Remuneration

### 56 PAYMENT OF SALARY

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56.1.1 Employees will be paid fortnightly with the rate of pay based on the following formula:

$$\text{fortnightly pay} = \text{annual salary} \times \frac{12}{313}$$

56.1.2 Employees will have their salary paid fortnightly in arrears by electronic funds transfer into a financial institution account of their choice. In the event of a failure of the electronic funds transfer arrangements, the Museum will take all reasonable steps to arrange for an alternative method of payment to be used.

### 57 ALLOWANCES

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#### 57.1 Adjustment of allowances

57.1.1 Where identified, allowances will be paid in line with ATO reasonable allowance amounts as issued from time to time. Adjustments will take effect from the date of release of the relevant rates.

#### 57.2 Higher duties

57.2.1 Where an employee is selected for temporary assignment to duties with a higher job classification for a continuous period of more than 10 working days, the employee will be paid at a salary point appropriate to the higher work value level taking into account previous periods of higher duties.

57.2.2 Where employees are selected for non-ongoing assignment to a Senior Executive Level 1 job, the Director will determine an appropriate loading with a minimum of \$2,800 per annum. This is to bring the employee's remuneration to within the salary range of the Senior Executive Level 1 classification together with other benefits for the period of the non-ongoing assignment.

57.2.3 Where an employee has been paid higher duties allowance continuously for 12 months or more at a particular pay point (or higher) he or she will be eligible to have his or her higher duties allowance advanced one pay point.

- 57.2.4 Where an employee has been paid higher duties allowance at a particular pay point (or higher) for a total of 12 months' service in a 24-month period, the employee will be eligible for higher duties at that pay point.

### **57.3 Additional responsibilities**

- 57.3.1 An employee performing corporate support responsibilities such as first aid or OH&S officer within the Museum may, at the discretion of the delegate, receive an allowance for each responsibility of \$22.50 per fortnight. An allowance will only be paid for the period the employee undertakes an additional responsibility.
- 57.3.2 To receive an additional responsibility allowance, an employee must be required to undertake a designated corporate support responsibility for more than one month.
- 57.3.3 The allowance will count as salary for all period of paid leave for up to one month and for superannuation purposes.

### **57.4 Restricted duty**

- 57.4.1 An employee who has in place a restricted duty agreement with the Director, in accordance with clause 34.1.1 of this Agreement, shall be entitled to a minimum payment of:
- a. 7.5 per cent of their hourly rate of payment under this Agreement for each hour of restricted duty, Monday to Friday, including in respect of the two-day Christmas close-down.
  - b. 10 per cent of their hourly rate of payment under this Agreement for each hour of restricted duty on a Saturday or Sunday
  - c. 15 per cent of their hourly rate of payment under this Agreement for each hour of restricted duty on a public holiday.

### **57.5 Emergency duty**

- 57.5.1 Where an employee is recalled to duty to meet an emergency at a time that is outside his or her agreed or rostered hours of work and where they have not been given notice that they would be recalled, an APS Level 1 to 6 employee will receive an emergency duty allowance. The payment will be a minimum of two hours at double time on any day that they are recalled to duty under these provisions. For call-outs longer than two hours, payment will be made for the actual time worked and paid at double time.

## **57.6 Overtime Meals**

- 57.6.1 Overtime meal allowance is not payable if the employee is provided with a meal by the Museum or in connection with their work for the Museum.
- 57.6.2 An overtime meal allowance of \$21.90, as adjusted from time to time in line with ATO rates will be paid to an employee if:
- a. they commence approved overtime or additional hours (as defined in Part 5 of this Agreement) prior to 7 am and this period is continuous with their ordinary hours inclusive of an unpaid meal break of 30 minutes or less.
  - b. they work overtime or a combination of overtime and additional hours past 7.00 pm, provided they have not had a break of more than 90 minutes between their ordinary or rostered hours and the commencement of overtime or additional hours
  - c. they commence approved overtime or additional hours (as defined in Part 5 of this Agreement) no later than 6 pm and continue until after 8.00 pm
  - d. they work overtime for the period from midnight to 1.00 am  
or
  - e. they work overtime for the period from midday to 2 pm on a Saturday or Sunday.
- 57.6.3 The parties agree to investigate automating payment of overtime meal allowances during the period of the agreement.

## **57.7 Motor vehicle allowance**

- 57.7.1 Where the Director considers that it will result in greater efficiency or involve less expense, he or she may authorise an employee to use a private vehicle for official purposes. The vehicle must be owned or hired by the employee and registered and comprehensively insured.
- 57.7.2 Where so authorised, employees will be entitled to a motor vehicle allowance at the maximum tax free car expense allowance rate per kilometre to a limit of 5000 business kilometres as adjusted by the Australian Tax Office from time to time
- Note: The rate payable is dependent on engine capacity.

## **57.8 Overnight travel**

- 57.8.1 Employees required to travel on official business within Australia and stay overnight will be provided with an allowance in accordance with the

Australian Tax Office daily travel allowance ruling, as adjusted from time to time.

- 57.8.2 Subject to the presentation of receipts, delegates may authorise additional payment in exceptional circumstances where an employee has incurred reasonable costs in excess of the allowance provided.
- 57.8.3 Employees who are provided with either accommodation or meals, or both, at the Museum's expense will not receive an allowance for these costs.

## **57.9 Same day travel**

- 57.9.1 Employees required to undertake travel on official business who are away from home for a period of 10 hours or more without an overnight stay will receive an allowance of \$56. This amount will remain fixed under this Agreement.
- 57.9.2 Where appropriate, cab-charge vouchers will be provided to employees who are travelling on official business.

## **57.10 Overseas travel**

- 57.10.1 An employee required to travel on official business overseas will be provided with a credit card or a recoverable cash advance to meet reasonable accommodation, meal and incidental costs (for example airport taxis or telephone calls to maintain contact with family). The cash advance or credit will be administered on a case-by-case basis having regard to issues such as accepted processes for the payment of accounts in the country being visited and projected expenses.
- 57.10.2 Business class travel may be used where an employee is required to travel on official business overseas.

## **57.11 Camping**

- 57.11.1 In circumstances where employees are required to undertake fieldwork and motel/hotel accommodation or other suitable domestic accommodation is not available, employees will receive a camping allowance of \$72 per day as compensation for the inconvenience and disturbance involved in establishing and moving camps.
- 57.11.2 Employees should not be out of pocket for work-related camping expenses. The Museum will supply reasonable and necessary camping equipment and, subject to provision of satisfactory evidence of expenditure, the Museum will ensure that all reasonable expenses associated with camping are met by the Museum by cash advance or reimbursement.

## **58 REIMBURSEMENT OF EXPENSES**

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### **58.1 Child and dependant care**

- 58.1.1 The Museum will support employees in accessing child and dependent care services.
- 58.1.2 Where an employee is directed to work or is otherwise required by the Museum to be away from home outside their usual pattern of working hours, the Museum will reimburse reasonable costs in relation to additional or exceptional family care arrangements. Reimbursement will be on production of receipts for the specific costs attributable to the work done outside standard hours and evidence, such as an endorsement from the employees' manager, of the requirement to work those hours or be absent from home.

### **58.2 Loss or damage to clothing or personal effects**

- 58.2.1 The Director may approve reimbursement to an employee in accordance with Museum guidelines for loss or damage to clothing or personal effects, which occurred in the course of the employee's work.

## **59 RELOCATION SUPPORT**

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### **59.1 Relocation assistance for temporary work to be undertaken interstate**

- 59.1.1 Where employees are required to work interstate for the Museum for a period of three weeks (21 days) or less, they will receive a travel allowance.
- 59.1.2 Where employees are required to work interstate for a period in excess of three weeks from the day on which the employee commenced work at the new location, the agreed package may include the following elements where they are applicable:
- a. payment of temporary accommodation costs at the new location
  - b. payment of transport and removal costs to and from the new location
  - c. payment of costs to store household furniture
  - d. payment of the cost of boarding or moving pets to the new location
  - e. payment of reunion fares (where an employee is not accompanied to the new location by his or her dependant/s or partner) for one reunion visit to his or her usual place of work for each 10 week period he or she is away.

- f. payment for any reasonable and unavoidable continuing expenses incurred (excluding rates, land tax and insurance) where the employee's home at his or her usual place of work is left unoccupied, for example caretaking or maintenance costs.

## **59.2 Relocation assistance for employees commencing work with the Museum**

- 59.2.1 Employees who relocate to take up engagement with the Museum will receive payment for reasonable costs incurred for the following:
  - a. removal of furniture and household effects
  - b. storage of furniture and household effects for up to eight weeks
  - c. transport for employee and family
  - d. transport of pets
  - e. temporary accommodation for employee and family of up to three weeks (21 days).
- 59.2.2 Receipts are to be provided when claiming reimbursement.

## **60 CLASS OF TRAVEL**

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- 60.1.1 Employees are entitled to economy class where required to travel by air, train, bus or ship on official business within Australia.
- 60.1.2 In exceptional circumstances, the appropriate General Manager may upgrade the class of travel.

## Part 8: Other Employment Conditions

### 61 HOME-BASED WORK

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- 61.1.1 Home-based work (HBW) will be available to employees in accordance with Museum guidelines that will be maintained in accordance with the following principles:
- a. by agreement with his or her manager, an employee may work from home on either a regular or temporary basis
  - b. the employee and their manager may agree to vary or terminate their agreement
  - c. the agreement may be terminated by either party with a minimum notice period of two weeks, including as a result of operational requirements, the inefficiency and/or ineffectiveness of the arrangement and/or the failure of the employee to comply with proper directions
  - d. the Museum's obligations under the *Occupational Health & Safety (Commonwealth Employment) Act 1991* and Commonwealth Protective Security requirements must be met.

### 62 PUBLIC HOLIDAYS

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- 62.1.1 Subject to relevant overtime and rostering arrangements in this Agreement, employees shall observe the following paid public holidays:
- a. New Year's Day, or if that day falls on a Saturday or Sunday, the following Monday
  - b. Australia Day, or if that day falls on a Saturday or Sunday, the following Monday
  - c. Canberra Day
  - d. Good Friday
  - e. Easter Saturday
  - f. Easter Monday
  - g. ANZAC Day, or if that day falls on a Saturday or Sunday, the following Monday
  - h. Queen's Birthday
  - i. Labour Day

- j. Christmas Day, or if that day falls on a Saturday or Sunday, 27 December
- k. Boxing Day, or if Christmas Day falls on a Saturday or Sunday, 28 December
- l. The additional public service holiday to be observed according to the following table:

Christmas Day	Additional Holiday
Sunday	Wednesday, 28 December
Monday	Wednesday, 28 December
Tuesday	Monday, 31 December
Wednesday	Friday, 27 December
Thursday	Monday, 29 December
Friday	Tuesday, 29 December
Saturday	Wednesday, 29 December

- m. Any additional public holiday(s) if provided under relevant State or Territory law.

Note: As at July 2008, the dates of Public Holidays Gazetted in the ACT were available on the ACT Chief Minister's Internet site at <http://www.cmd.act.gov.au/holidays>

## **63 CHRISTMAS CLOSDOWN**

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- 63.1.1 The Museum's administrative offices and facilities will be closed for normal business during the period from 25 December each year, to the first working day in the New Year. In recognition of the agreement to work an additional four minutes per day as specified in Part 4 of this Agreement, Museum employees, other than rostered employees, will receive paid time off for the two days between Christmas Day and New Year's Day that would have otherwise been normal working days. The paid time off will be without deduction of leave credits.
- 63.1.2 If an employee is required to work on two days between Christmas Day and New Year's Day that would have otherwise been normal working days, they will be paid at the weekday overtime rate. Alternatively, they may agree to time off in lieu at another time, on an hour for hour basis.

## **64 JUNIOR RATES OF PAY**

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- 64.1.1 Employees who are younger than 21 years of age and who are employed in the classifications of APS 1 or Cadet (practical training), will be paid an annual salary calculated to the nearest dollar, by applying the percentages specified below, to the minimum annual salary for the relevant classification:

under 18	60%
at 18 years	70%
at 19 years	81%
at 20 years	91%
at 21 years	100%

## **65 CADETS**

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- 65.1.1 An employee recruited as a Cadet will undertake a course of training as required.
- 65.1.2 When the Director is satisfied that the course of training has been successfully completed the trainee will be advanced to the minimum salary point in the APS Level 3 classification.

### **65.2 Cadet Salary**

- 65.2.1 Cadets will be paid a percentage of the minimum APS Level 1 adult salary as follows:
- a. practical training at 100 per cent
  - b. full-time study at 57 per cent
  - c. junior rates of pay apply to both practical training and full-time study rates for cadets.

### **65.3 Cadet Entitlements**

- 65.3.1 A cadet is entitled to the following:
- a. reimbursement of up to \$400 per annum to provide for books and equipment
  - b. reimbursement of all compulsory fees (excluding HECS) paid during the year
  - c. if eligible, fares assistance for travel between a cadet's permanent residential address and the approved tertiary education institution, provided that:
    - A. the cadet is required to physically relocate for the study semester in order to take up the course at the approved tertiary education institution
    - B. the cadet was a permanent resident at the stated residential address at the time of their cadetship application and/or their tertiary education institution application or notice of offer.

## **65.4 Fares assistance for Cadets**

- 65.4.1 If eligible, the cadet may receive the following fares assistance:
- a. travel from the permanent residential address to the approved tertiary education institution at the commencement of the approved course
  - b. travel from the approved university at the end of the academic year if the cadet is continuing to study in the approved course the following year.

## **66 TRAINEE APS (ADMIN) SCHEME**

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- 66.1.1 An employee recruited as a Trainee APS (Admin) will undertake a course of training as required.
- 66.1.2 Employees undertaking approved traineeships consistent with relevant provisions of the *Workplace Relations Act 1996*, unless otherwise agreed and notwithstanding anything to the contrary in this Agreement, will be paid at the minimum salary point in the APS Level 1 classification or the applicable junior rate.
- 66.1.3 When the Director is satisfied that the course of training has been successfully completed the trainee will be advanced to the minimum salary point in the APS Level 2 classification.

## **67 GRADUATE APS SCHEME**

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- 67.1.1 A Graduate APS employee will be required to undertake a course of training determined by the Director. When the Director is satisfied that the course of training has been successfully completed, the Graduate APS employee will be advanced to a salary point at or above the minimum pay point for an APS Level 3.

## **68 PART-TIME EMPLOYMENT**

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### **68.1 Commitment to work life balance**

- 68.1.1 The Museum is committed to helping employees achieve a balance between the demands of work and other responsibilities. The provision of part-time working arrangements is a significant contributor to that objective.

### **68.2 Part-time hours**

- 68.2.1 For employees other than rostered employees, a part-time employee is one whose regular hours of work are less than 147 hours over the four-week settlement period. The manager will agree with the employee on the number of days and number of hours to be worked over the four-week settlement

period. However, a minimum of three hours is to be worked consecutively on any day.

### **68.3 Part-time remuneration**

68.3.1 Remuneration and other benefits for part-time employees will be calculated on a pro rata basis, apart from those allowances of a reimbursement nature, where part-time employees will receive the same amount as full-time employees.

### **68.4 Requests to work part-time**

- 68.4.1 Managers will agree to reasonable requests for regular part-time work, subject to operational requirements.
- 68.4.2 Managers will agree to requests for regular part-time work from employees returning from maternity or parental leave for a period of up to two years from the date of return from leave. Requests for extension or further provision of part-time work will be dealt with under clause 68.4.1 above.
- 68.4.3 Managers may initiate the introduction or extension of part-time work. Employees will not be required to convert from full-time to part-time hours, or to convert from part-time to full-time hours, before the expiry of the agreed period without their agreement.
- 68.4.4 A part-time employee who was previously working full-time may apply to revert to full-time employment before the expiry of the agreed period of part-time employment. The request is to be made in writing to the Director. The Director will not unreasonably oppose requests for an early return to full-time work, subject to operational requirements.
- 68.4.5 Where a part-time employee who has not previously been full-time wishes to convert to full-time they can either apply for full-time vacancies or request conversion. The Director may approve his or her conversion where practicable, subject to operational requirements.

### **68.5 Flexitime for part-time employees**

- 68.5.1 Flexible working arrangements under this Agreement apply to part-time employees, other than rostered employees. A part-time employee who does not wish to access flexitime may alternatively, with the agreement of his or her supervisor, vary his or her pattern of hours within a settlement period only.
- 68.5.2 A short-term variation to hours of work, for a period less than a settlement period, will not be taken into account in the employee's next accrual of leave entitlements.

## **68.6 Job sharing**

- 68.6.1 Job sharing arrangements may be introduced on agreement between the manager and the employees involved (usually two), subject to operational requirements. Employees working under job sharing arrangements share one full-time job and will be considered to be part-time with each working part-time on a regular, continuing basis.
- 68.6.2 Full-time employees may request permission, in writing, to work in a job sharing arrangement. The Director will agree to reasonable requests for regular job sharing arrangements, subject to operational requirements. The Director will advise the employees in writing of the outcome of their request within three weeks of its lodgement.
- 68.6.3 The pattern of hours for the job sharing arrangement will be agreed between the employees and the manager. However, any single attendance at the office-based work site will be for not less than three consecutive hours. Employees participating in job sharing arrangements may access flextime with the prior approval of their supervisor. A short-term variation of hours worked, that is less than the settlement period, will not be taken into account in the employee's next accrual of leave entitlements.
- 68.6.4 An employee who is in a job sharing arrangement and who was previously working full-time may revert to full-time employment before the expiry of the agreed period of job sharing if all parties to the arrangement agree.

## **69 EYESIGHT TESTING FOR VISUALLY DEMANDING TASKS**

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### **69.1 Testing for visually demanding tasks**

- 69.1.1 Museum staff are eligible for, and encouraged to undergo, eyesight testing where they are engaged in visually demanding tasks. A visually demanding task may include one or more elements:
- a. Vision superior to normal vision
  - b. Vision at low light levels
  - c. Specific colour discrimination
  - d. Peripheral vision
  - e. Use of Screen based equipment (SBE) for more than 25% of the employee's work time.

**69.2 Criteria for vision testing**

- 69.2.1 To be eligible for a Museum funded vision test, an employee must be required to perform visually demanding tasks.

**69.3 Frequency of tests**

- 69.3.1 An employee is entitled to a vision test every 2 years or lesser period appropriate to circumstances and professional advice.

**69.4 Reimbursement of lenses**

- 69.4.1 Where an employee is prescribed lenses for use in visually demanding tasks, reimbursements will be up to:
- a. single vision or contact lenses - \$200
  - b. multi focal (including bifocal, trifocal and progressive) - \$325.
- 69.4.2 These amounts will remain fixed for the life of this Agreement.
- 69.4.3 Reimbursement will only be made on the original receipt, which will be retained by the Museum.

**70 SUPPORTED SALARY RATES AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES WITH A DISABILITY**

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**70.1 Supported salary rates**

- 70.1.1 Supported salary rates and conditions of employment shall apply to an employee with a disability who is eligible for consideration under the Supported Wage System and relevant legislation as varied from time to time.
- 70.1.2 Employees who have a disability to the extent that they are eligible for consideration under the Supported Wage System may be employed under this Agreement and be paid a supported wage appropriate to the Museum's classification in which they are employed, at a rate below the salary levels prescribed in this Agreement.

**70.2 Supported wage rates**

- 70.2.1 Employees who are eligible for a supported salary will be paid the applicable percentage of the relevant salary rate prescribed at 70.3 below for the work value they are performing as follows, provided the amount payable will be not less than relevant minimum rates.

**70.3 Supported salary rates percentage**

<b>Assessed capacity</b>	<b>% of prescribed salary rate</b>		<b>Assessed capacity</b>	<b>% of prescribed salary rate</b>
10%	10%		50%	50%
20%	20%		60%	60%
30%	30%		70%	70%
40%	40%		80%	80%
			90%	90%

## **Part 9: Redeployment, reduction and retrenchment**

### **71 PRINCIPLES**

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71.1.1 The following process only applies to an ongoing Employee who is not on probation.

### **72 INTERPRETATION**

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72.1.1 For the purposes of this part of the Agreement the Director will be taken to include the person occupying the duties of the Director or a person authorised by the Director to act on his or her behalf specifically in relation to matters covered by this part of the Agreement.

### **73 EXCESS STAFF**

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73.1.1 The following detailed redeployment reduction and retrenchment provisions will apply to excess staff of the Museum. A staff member is considered excess if:

- a. they are in a class of staff employed in the Museum which comprises a greater number of staff than is necessary for the efficient and economical working of the Museum
- b. they cannot be effectively employed because of technological or other changes in the work methods of the Museum or changes in the nature, extent or organisation of the functions of the Museum  
or
- c. the duties usually performed are to be performed at a different locality, the staff member is not willing to perform duties at the new locality and the Director has determined that these provisions will apply to that staff member.

### **74 ACCELERATED RETRENCHMENT/SEPARATION ARRANGEMENTS**

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74.1.1 The Director may provide employees with an accelerated separation option. In these circumstances the Director will, at the earliest practicable time, advise the members of the WCC of the situation in writing.

74.1.2 In addition to the other benefits available to staff who have been declared excess, this option provides employees whose employment is terminated within 14 days of receiving an offer of accelerated separation, an amount of 10 or 11 weeks' salary, inclusive of the relevant payment in lieu of notice of termination. The payments made under this paragraph are in lieu of the time that may have been reasonably expected to elapse for the

purposes of the consultation and consideration periods otherwise required under this Agreement.

Note: This Agreement provides that the period of notice will be four weeks (or five weeks for a staff member over 45 with at least five years' continuous service).

- 74.1.3 Employees who may be considering accelerated separation arrangements for redundancy purposes are encouraged to seek financial advice prior to making their decision.
- 74.1.4 If an employee accepts an offer of accelerated separation and has not previously been advised that they are excess, they will be excess to the Museum's requirements from the date they accept the offer.

## **75 CONSULTATION**

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- 75.1.1 When the Director is aware that a staff member is likely to become excess, the Director will advise the staff member and the WCC of the situation and will invite the employee to a discussion, within four weeks of the advice, to consider the situation and possible options including redeployment and retrenchment. At the meeting:
- a. the Director will advise the employee about their prospects for redeployment within the Museum and will outline available support to assist redeployment
  - b. where the staff member nominates a representative, the Director will hold the discussions with the staff member and his or her representative.
- 75.1.2 An employee, having been advised in writing by the Director that they are likely to become excess, may elect to forego the associated consultation process and advise the Director in writing that they agree to be offered voluntary retrenchment or that they seek redeployment.
- 75.1.3 Where 15 or more staff are likely to become excess the Director will comply with the provisions of sections 660 and 668 of the *Workplace Relations Act 1996*.
- Note: s660 refers to a requirement to notify Centrelink or other prescribed agency and s1668 refers to requirements to notify unions.
- 75.1.4 The Director may, prior to the conclusion of these discussions, invite employees who are not excess staff to express interest in voluntary retrenchment, where the retrenchment of those staff would permit the redeployment of staff who are in a redundancy situation and who would otherwise remain excess.
- 75.1.5 The period of discussion will not exceed four weeks.
- 75.1.6 The Director will identify the staff who are excess to the Museum's requirements and may advise those staff in writing that they are excess:

- a. after a discussion as provided under paragraph 75.1.1 of this Agreement has taken place
- b. four weeks after the Director has advised the staff member and/or the staff member's representative, if the staff member has nominated a representative, that they are likely to be excess  
or
- c. after the Director has been advised that the staff member has declined to discuss the matter or, if the staff member has nominated a representative, the staff member's representative has declined to discuss the matter

whichever occurs first.

75.1.7 When a staff member has been declared excess and the employee has agreed to be offered voluntary retrenchment, the Director may make an offer of voluntary retrenchment.

75.1.8 If an excess employee has not agreed to be offered voluntary retrenchment, the employee will be referred to an independent service provider, arranged by the Museum and at no cost to the employee, to assist the staff member to obtain suitable employment in the Museum, other APS agencies or elsewhere.

75.1.9 The Director will take all reasonable steps consistent with the interests of the efficient administration of the Museum to assign an excess staff member to the duties of a vacant ongoing job for which the employee is suitable, at or below the employee's substantive job classification, within the Museum.

Note: Clause 27.3 provides that an employee who is assigned to a lower classification level will receive income maintenance to maintain his or her salary at the previous higher level for the balance of the retention period.

75.1.10 The Director will determine the process for assessing the suitability of an excess employee for assignment to the duties of a vacant job, having regard to the Museum's recruitment guidelines. The recruitment guidelines will be reviewed during the life of this Agreement to clarify procedural requirements for such assessments.

## **76 VOLUNTARY RETRENCHMENT**

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### **76.1 Voluntary retrenchment offer**

76.1.1 Where the Director invites an excess staff member to accept voluntary retrenchment, the staff member will have four weeks in which to accept the offer. Where the offer is accepted the Director will not give notice of termination under s.29 of the *Public Service Act 1999* before the end of that period without the agreement of the staff member.

- 76.1.2 Within that four weeks, a staff member invited to accept voluntary retrenchment must be given information on the:
- a. amount of severance pay, pay in lieu of notice and paid leave credits
  - b. amount of accumulated superannuation contributions
  - c. options open to the staff member concerning superannuation
  - d. taxation rules applying to the various payments
  - e. level of assistance up to a maximum of \$500 for financial advice.
- 76.1.3 Only one offer of voluntary retrenchment will be made to an excess staff member.
- 76.1.4 An excess staff member who declines an offer of voluntary retrenchment or who does not accept the offer within the four week period will be referred to an independent service provider, arranged by the Museum and at no cost to the employee, to assist the staff member to obtain suitable employment in the Museum, other APS agencies or elsewhere.
- 76.2 Period of notice**
- 76.2.1 Where the excess staff member accepts voluntary retrenchment, the Director may retrench the staff member by giving the required notice of termination under s.29 of the *Public Service Act 1999*. The period of notice will be four weeks (or five weeks for a staff member over 45 with at least five years' continuous service).
- 76.2.2 Where a staff member is terminated at the beginning of, or within, the notice period, the staff member will receive payment in lieu of notice for the unexpired portion of the notice period.
- 76.3 Severance benefit**
- 76.3.1 A staff member who accepts a voluntary retrenchment offer and is terminated under s.29 of the *Public Service Act 1999* on the grounds that he or she is excess to requirements is entitled to be paid a sum equal to two weeks' salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service.
- 76.3.2 For earlier periods of service to count there must be no breaks between the periods of service, except where:
- a. the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the staff member before ceasing employment with the preceding employer

or

- b. the earlier period of service was with the APS and ceased because the staff member was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.

76.3.3 The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.

76.3.4 The severance benefit will be calculated on a pro rata basis for any period where a staff member has worked part-time hours during his or her period of service and the staff member has less than 24 years full-time service.

76.3.5 Service for severance pay and continuous service purposes means:

- a. service in the Museum
- b. Government service as defined in section 10 of the Long Service Leave (Commonwealth Employees) Act 1976
- c. service with the Commonwealth (other than service with a joint Commonwealth–State body corporate in which the Commonwealth has a controlling interest) which is recognised for long service leave purposes
- d. service with the Australian Defence Forces
- e. service with the APS immediately preceding deemed resignation under the repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes
- f. service in another organisation where:
  - A. a staff member was transferred from the APS to the organisation with a transfer of function

or

  - B. a staff member engaged by the organisation on work within a function is appointed as a result of the transfer of that function to the APS

and

  - C. such service is recognised for long service leave purposes.

76.3.6 Any period of service which ceased through termination on the following grounds, or on a ground equivalent to any of the following grounds:

- a. the employee lacks, or has lost, an essential qualification for performing his or her duties

- b. non-performance, or unsatisfactory performance, of duties
- c. inability to perform duties because of physical or mental incapacity
- d. failure to satisfactorily complete an entry-level training course
- e. failure to meet a condition imposed under subsection 22(6) of the *Public Service Act 1999*
- f. a breach of the Code of Conduct
- g. on a ground equivalent to a ground listed in subparagraph (a) above under the repealed *Public Service Act 1922*
- h. through voluntary retirement at or above the minimum retiring age applicable to the employee  
or
- i. with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit

will not count as service for severance pay purposes.

76.3.7 Absences from work which do not count as service for long service leave purposes will not count as service for severance pay purposes.

#### **76.4 Rate of payment — severance benefit**

76.4.1 For the purpose of calculating the severance benefit, any payment, salary will include:

- a. the staff member's salary at his or her substantive work value level adjusted on a pro rata basis for periods of part-time service  
or
- b. the salary of the higher work level, where the staff member has been working at the higher level for a continuous period of at least 12 months immediately preceding the date on which the staff member is given notice of termination

76.4.2 The calculation of severance benefit will also include other allowances in the nature of salary which are paid during periods of annual 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.

## **77 RETENTION PERIODS**

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- 77.1.1 Staff who are seeking redeployment or have refused an offer of voluntary retrenchment will not be terminated under s.29 of the *Public Service Act 1999* if unsuccessful in gaining redeployment until the following retention periods have elapsed:
- a. 13 months where a staff member has 20 or more years of service or is over 45 years of age  
or
  - b. seven months for other staff.
- 77.1.2 The retention period will commence on the earlier of the following:
- a. the day the staff member is advised in writing by the Director that they are an excess staff member  
or
  - b. four weeks after the day on which the Director invites the staff member to accept an offer of voluntary retrenchment.
- 77.1.3 Except for the purpose of paying out the balance of the retention period under sub-clause 78.1.1 of this Agreement, the retention period will be extended by any periods of sick leave taken during the retention period, subject to satisfactory medical evidence being provided.
- 77.1.4 During the retention period the Director:
- a. will continue to take reasonable steps to find alternative employment for the excess staff member
  - b. and
  - c. may, with four weeks' notice, in consultation with the staff member, reduce the excess staff member's classification as a means of securing alternative employment for the excess staff member. Where an excess staff member is reduced in classification before the end of his or her retention period, the staff member will receive income maintenance to maintain his or her salary at the previous higher level for the balance of the retention period  
or
  - d. may make an offer of voluntary retrenchment where this has not already been made. The Director may make an offer of voluntary retrenchment to an excess staff member within two months of the staff member being declared excess. If an offer is not made within the two

months, the Director must make an offer at the end of the two-month period to a staff member who has not been redeployed.

- 77.1.5 The excess staff member may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these are not met by the prospective employer.
- 77.1.6 An excess staff member required to move his or her household to a new locality as a result of assignment of duties at or below their level or reduction in classification will be entitled to reasonable expenses.
- 77.1.7 If a salary point review falls during the retention period, the review will proceed as usual.

## **78 PAYOUT OF RETENTION PERIOD**

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- 78.1.1 The Director may, with the agreement of the excess staff member, terminate the employment of an excess staff member under s.29 of the *Public Service Act 1999* and pay as a lump sum the salary that would have been payable for the balance of the retention period if the excess employee had declined a voluntary retrenchment offer, if:
- a. the Director is satisfied that there is insufficient productive work available for the excess staff member within the Museum during the remainder of his or her retention period
  - b. the Director is satisfied from inquiries that the excess employee has little prospect of redeployment in the APS.
- 78.1.2 The lump sum payment of salary for the balance of the retention period will be taken to include the payment in lieu of notice of termination.

## **79 INVOLUNTARY RETRENCHMENT**

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- 79.1.1 The Director may terminate the employment of an excess staff member under s.29 of the *Public Service Act 1999* at the end of the retention period.
- 79.1.2 An excess staff member will not be terminated under s.29 of the *Public Service Act 1999* if the staff member has not been invited to accept an offer of voluntary retrenchment or has elected to accept voluntary retrenchment but the Director has refused to approve it.
- 79.1.3 An excess staff member will not be terminated under s.29 of the *Public Service Act 1999* without being given four weeks' notice (or five weeks notice for a staff member over 45 with at least five years' continuous service), or payment in lieu of notice. As far as practicable this period of notice will be concurrent with the retention period.

- 79.1.4 Nothing in these provisions will prevent the reduction in classification of a staff member as a result of action under the *Public Service Act 1999*.

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**APPENDIX 1 JOB CLASSIFICATION AND SALARY RATES**

<b>Classification</b>	<b>Salary at 30 June 2008</b>	<b>4.25 per cent from 2 October 2008</b>	<b>4 per cent from 1 October 2009 (0.5% is conditional – see 9.1.2)</b>	<b>4 per cent from 14 October 2010 (0.5% is conditional – see 9.1.2)</b>
<b>APS Level 1</b>	\$34,435	\$35,898	\$37,334	\$38,828
	\$35,592	\$37,105	\$38,589	\$40,132
	\$36,556	\$38,110	\$39,634	\$41,219
	\$38,059	\$39,677	\$41,264	\$42,914
<b>APS Level 2/ Graduate APS</b>	\$38,971	\$40,627	\$42,252	\$43,942
	\$40,044	\$41,746	\$43,416	\$45,152
	\$41,095	\$42,842	\$44,555	\$46,337
	\$42,163	\$43,955	\$45,713	\$47,542
<b>APS Level 3</b>	\$43,216	\$45,053	\$46,855	\$48,729
	\$44,387	\$46,273	\$48,124	\$50,049
	\$45,541	\$47,476	\$49,376	\$51,351
	\$46,698	\$48,683	\$50,630	\$52,655
<b>APS Level 4</b>	\$47,908	\$49,944	\$51,942	\$54,020
	\$50,249	\$52,385	\$54,480	\$56,659
	\$51,045	\$53,214	\$55,343	\$57,557
	\$52,373	\$54,599	\$56,783	\$59,054
<b>APS Level 5</b>	\$53,716	\$55,999	\$58,239	\$60,568
	\$55,179	\$57,524	\$59,825	\$62,218
	\$56,909	\$59,328	\$61,701	\$64,169
	\$58,511	\$60,998	\$63,438	\$65,975
<b>APS Level 6</b>	\$59,598	\$62,131	\$64,616	\$67,201
	\$61,081	\$63,677	\$66,224	\$68,873
	\$62,754	\$65,421	\$68,038	\$70,759
	\$65,908	\$68,709	\$71,457	\$74,316
<b>Executive Level 1</b>	\$68,461	\$71,371	\$74,225	\$77,194
	\$76,223	\$79,462	\$82,641	\$85,947
		\$82,641	\$85,947	\$89,385
	\$82,321	\$85,820	\$89,252	\$92,823
<b>Executive Level 2</b>		\$88,701	\$92,249	\$95,939
	\$87,849	\$91,583	\$95,246	\$99,056
	\$92,691	\$96,630	\$100,496	\$104,515
	\$99,633	\$103,867	\$108,022	\$112,343
	\$102,971	\$107,347	\$111,641	\$116,107

**APPENDIX 2 BASE SALARIES FOR ROSTERED EMPLOYEES**

<b>Classification</b>	<b>Salary at 30 June 2008</b>	<b>4.25 per cent from 2 October 2008</b>	<b>4 per cent from 1 October 2009 (0.5% is conditional – see 9.1.2)</b>	<b>4 per cent from 14 October 2010 (0.5% is conditional – see 9.1.2)</b>
<b>APS Level 1</b>	\$37,468	\$39,060	\$40,623	\$42,248
	\$38,727	\$40,373	\$41,988	\$43,667
	\$39,775	\$41,465	\$43,124	\$44,849
	\$41,410	\$43,170	\$44,897	\$46,693
<b>APS Level 2</b>	\$42,402	\$44,204	\$45,972	\$47,811
	\$43,570	\$45,422	\$47,239	\$49,128
	\$44,713	\$46,613	\$48,478	\$50,417
	\$45,875	\$47,825	\$49,738	\$51,727
<b>APS Level 3</b>	\$47,022	\$49,020	\$50,981	\$53,021
	\$48,296	\$50,349	\$52,363	\$54,457
	\$49,553	\$51,659	\$53,725	\$55,874
	\$50,810	\$52,969	\$55,088	\$57,292
<b>APS Level 4</b>	\$52,126	\$54,341	\$56,515	\$58,776
	\$54,673	\$56,997	\$59,276	\$61,648
	\$55,541	\$57,901	\$60,218	\$62,626
	\$56,984	\$59,406	\$61,782	\$64,253
<b>APS Level 5</b>	\$58,445	\$60,929	\$63,366	\$65,901
	\$60,038	\$62,590	\$65,093	\$67,697
	\$61,920	\$64,552	\$67,134	\$69,819
	\$63,663	\$66,369	\$69,023	\$71,784
<b>APS Level 6</b>	\$64,846	\$67,602	\$70,306	\$73,118
	\$66,459	\$69,284	\$72,055	\$74,937
	\$68,279	\$71,181	\$74,028	\$76,989
	\$71,712	\$74,760	\$77,750	\$80,860
	\$74,490	\$77,656	\$80,762	\$83,993