



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Linda Peterson
(AG2017/1435)

NATIONAL MUSEUM OF AUSTRALIA ENTERPRISE AGREEMENT 2017 - 2020

Australian Capital Territory

COMMISSIONER GREGORY

MELBOURNE, 9 MAY 2017

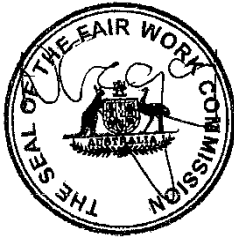
Application for approval of the National Museum of Australia Enterprise Agreement 2017 - 2020.

[1] An application has been made for approval of an enterprise agreement known as the *National Museum of Australia Enterprise Agreement 2017 - 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the National Museum of Australia. The Agreement is a single enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 16 May 2017. The nominal expiry date of the Agreement is 16 May 2020.



COMMISSIONER

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**National Museum of Australia Enterprise
Agreement 2017 – 2020**

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Part 1 Introduction

Division 1.1 Name, Application and Coverage

1.01 Name of Agreement

This Agreement is the *National Museum of Australia Enterprise Agreement 2017 - 2020*.

1.02 Application and coverage

- (1) This Agreement is made under section 172 of the *Fair Work Act 2009*.
- (2) This Agreement applies to:
 - (a) the Director of the National Museum of Australia, on behalf of the Commonwealth; and
 - (b) all non-SES employees (within the meaning of the *Public Service Act 1999*) in the National Museum of Australia.

1.03 Commencement and expiry date

- (1) This Agreement commences 7 days after it is approved by the Fair Work Commission.
- (2) The nominal expiry date for the Agreement is 3 years after the commencement date.

Division 1.2 Interpretation

1.04 Interpretation

- (1) In this Agreement:
 - approved classification** means an approved classification under the *Public Service Classification Rules 2000*.
 - bandwidth** means 8am to 8pm for rostered employees
 - casual** means an employee engaged under section 22(2)(c) of the *Public Service Act 1999* for duties that are irregular or intermittent.
 - Director** means the Director of the National Museum of Australia.
 - employee** means an employee to whom this Agreement applies (as set out in clause 1.02(2)(b)).
 - FW Act** means the *Fair Work Act 2009*, as amended from time to time.
 - Immediate family** means a spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of an employee; or a child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner. The full definitions of which are included in section 12 and subsection 17(1) of the *Fair Work Act 2009*.
 - Museum** means the National Museum of Australia.

non-ongoing APS employee has the same meaning as in the *Public Service Act 1999*.

ongoing APS employee has the same meaning as in the *Public Service Act 1999*.

ordinary hours of work:

- (a) for a full-time non-rostered employee – has the meaning given by subclause 4.01 (1); and
- (b) for a part-time non-rostered employee – has the meaning given by subclause 4.01 (2).

ordinary span of work hours for an employee who is not a rostered employee, has the meaning given by subclause 4.01 (4)

part-time employee means an employee whose ordinary hours of duty amount to less than 74 hours and 10 minutes over 2 weeks or, for rostered staff, less than 77.5 hours over 2 weeks, other than an employee eligible for a loading under subclause 3.04(1) for performing duties that are intermittent or irregular.

pay point, for an employee, means the pay point mentioned in Schedule 1 at which salary is payable to the employee.

public holiday has the meaning given by clause 4.12.

rostered employee has the meaning given by subclause 3.18(2) .

salary has the meaning given by clause 1.05.

1.05 Meaning of salary

- (1) The salary rate payable to an employee under clause 3.08 or Schedule 1 is the employee's **salary** for all purposes and is not affected for any purpose by the employee's participation in a variable purchased leave arrangement or an election to sacrifice salary for non-monetary benefits.

Note In some circumstances, additional remuneration paid under an Individual Flexibility Arrangement, penalty payments, higher duties allowance and other allowances may count as salary for superannuation purposes in accordance with the rules of the employee's superannuation scheme.

1.06 Policies and procedures

- (1) Museum policies, frameworks, procedures and guidelines support the operation of this Agreement. Policies, frameworks, procedures and guidelines will not form part of this Agreement. If there is any inconsistency between the policies, frameworks, procedures and guidelines and the express terms of this Agreement, this Agreement will prevail.

Part 2 Performance Management and Development

Division 2.1 Study leave and assistance

2.01 Availability of study leave and assistance

- (1) The Director may grant leave of absence and/or financial assistance to an employee for the purpose of study relevant to employment in the Museum.

Division 2.2 Managing for better performance

2.02 Performance Management Framework

- (1) The Performance Management Framework provides the basis for managing the performance of employees of the Museum, particularly to improve work performance.
- (2) Employees covered by this Agreement will participate in the Performance Management Framework.

2.03 Managing underperformance

- (1) Although the emphasis of the Performance Management Framework is on facilitating and positively reinforcing performance that is 'fully effective', performance that is likely to result, or results, in an assessment the employee is not fully effective in relation to deliverables and/or behaviours provides a trigger for action under the Museum's procedures for managing underperformance.
- (2) Under the procedures for managing underperformance that apply to ongoing employees (other than probationers):
 - (a) the employee will be afforded procedural fairness during the underperformance process;
 - (b) the employee is entitled to have a support person attend meetings;
 - (c) an initial formal assessment may be made of the employee's performance over a period of two to three months;
 - (d) if, after the conclusion of a successful initial underperformance process, an employee does not sustain a fully effective level of performance in relation to deliverables and/or behaviours, a subsequent formal assessment may be made of the employee's performance over an abbreviated period of usually not more than one month.
- (3) Further information can be found in the Performance Management Framework.

Part 3 Job Classification, Remuneration and Benefits

Division 3.1 Job classification

Subdivision 3.1.1 Classification structure and associated arrangements

3.01 Classification structure

- (1) The classification structure, including training classifications, for employees is set out in Schedule 1.

3.02 Training Broadband

- (1) Employees engaged on an approved mandatory training or development program will be assigned to the Museum's Entry Level Broadband as follows:

Local Title	Broadband
Trainee APS (Administrative), Trainee APS (Technical), Cadet APS, Graduate APS	APS1, 2, 3, 4

- (2) Salary progression to the operational classification nominated in the Museum's policy is subject to successful completion of the program.
- (3) The Director may assign other classifications to the Museum's Entry Level Broadband relevant to the training and development program being undertaken by an employee or to ensure consistency with whole of government approaches.
- (4) On successful completion of the training or development program, the delegate will advance Cadet APS and Graduate APS through the Entry Level Broadband to the APS Level 4 classification at a salary point at or above the minimum of the APS Level 4 classification.
- (5) Advancement through the Entry Level Broadband will only occur where:
 - an employee's performance is satisfactory; and
 - there is sufficient work available at the higher classification; and
 - the employee has the necessary skills and proficiencies to perform the role.

Division 3.2 Remuneration

Subdivision 3.2.1 Salary Arrangements

3.03 Salary increases

- (1) Salary increases during the life of the agreement are set out in Schedule 1, Parts 1 and 2.

3.04 Irregular or intermittent (casual) employment

- (1) If an employee is employed for duties that are intermittent or irregular, the employee will receive a 25% casual loading for the intermittent or irregular nature of the duties. Where the casual employee is on a roster, the casual employee is not eligible for shift penalties under clause 3.26, but will receive the following additional casual loadings:

Rostered to work:	Additional casual loading
Saturday	60%
Sunday	70%
Public Holiday	115%

- (2) An employee who receives a loading is not entitled to annual leave, personal leave (except unpaid carer's leave), paid compassionate/bereavement leave, paid community service leave, paid parental leave, discretionary miscellaneous leave or payment for public holidays on which the employee is not rostered to work, but is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- (3) The loading is calculated on the employee's salary, and is not to be included for the purpose of calculating overtime, allowance or other additional rate provided in this Agreement.

3.05 Salary rates

- (1) Salary rates payable to employees (other than employees covered by subclause (2) and subclause (3)) are set out in Part 1 of Schedule 1.
- (2) Salary rates payable to rostered employees are set out in Part 2 of Schedule 1.
- (3) The Director will determine the salary rate applying to employees who are unable to perform duties to the competence level required under the work level standards (the supported wage system) and who meet the criteria for receipt of a disability support pension. Further details on the supported wage system are set out in Part 4 of Schedule 1.

3.06 Salary on starting in a new position

- (1) The starting salary of an employee who is assigned a position on engagement or promotion, or on movement from another APS agency, is at the minimum pay point for the classification.
- (2) The Director may approve a starting salary at a higher pay point with regard to the experience, qualifications and skills of the employee at that level.

3.07 Assignment of new duties at a lower classification

- (1) If an employee asks in writing to perform work at a lower classification level, the Director may decide that the employee be paid salary at a pay point applying to the lower level for the period requested by the employee, taking into account relevant circumstances.

3.08 Salary maintenance – movement from another agency

- (1) This clause applies to a person moving to the Museum from another Commonwealth department or agency if the salary the person was receiving under the other department's or agency's enterprise agreement or a section 24 determination made under the *Public Service Act 1999* immediately before the movement (the **current salary**) exceeds the maximum salary payable under this Agreement for the classification level to which the person is moving (the **maximum salary**).
- (2) The Director may authorise the payment of the current salary to the employee, until such time as that salary is exceeded by the maximum salary.

3.09 Salary advancement

- (1) An employee, other than an employee on an approved mandatory training or development program, is eligible for salary advancement if:
 - (a) the employee's performance has been rated as fully effective under the Performance Management Framework; and
 - (b) the employee has at least 6 months performance at the workplace under a performance agreement at or above the employee's current classification in the annual appraisal cycle period.
- (2) If the employee is rated as fully effective, the employee is to be advanced one pay point at their classification level.
- (3) Salary advancement for an eligible employee will take effect from the first full pay period after 30 June each year.

3.10 Payment of salary

- (1) An employee will be paid fortnightly.

-
- (2) The fortnightly rate of salary is:

$$\text{annual salary} \times \frac{12}{313}$$

- (3) Where an employee is overpaid salary or other entitlements the Museum has the right to recover the overpaid monies.
- (4) The overpaid employee will discuss recovery arrangements with the Director.

Subdivision 3.2.2 Overtime

3.11 Application

- (1) Except as provided by subdivision 3.2.3 or 3.2.4, this Subdivision does not apply to duty under a restriction direction or to emergency duty.

Note For duty under a restriction direction and emergency duty, see clauses 3.15, 3.16 and 3.17.

3.12 Overtime – general

- (1) Overtime is work performed:
- (a) outside the ordinary span of work hours on a day between Monday to Friday (inclusive); or
 - (b) within that ordinary span of work hours, but in excess of 10 hours in any one day; or
 - (c) on a Saturday, Sunday or public holiday.
- (2) In addition to subclause (1), for part-time employees, work outside their agreed hours of duty will receive the relevant overtime rate.
- (3) Subject to section 62 of the FW Act, an employee may be directed to perform overtime.
- (4) For overtime there must be:
- (a) a direction given to the employee to perform the work before the work is performed; or
 - (b) if circumstances do not permit a direction to be given before the work is performed, subsequent written approval.
- (5) An employee is entitled to overtime rates unless the employee is at a classification level above an APS Level 6.
- (6) However, the Director may authorise payment of overtime rates to an employee at a classification level above an APS level 6.
- (7) For the purpose of determining minimum payments, overtime beginning immediately after or before the normal working pattern of a day, a meal period is to be disregarded.

Note For limitation on the application of this Subdivision in relation to rostered employees, see clause 3.28.

3.13 Overtime rates

- (1) Overtime rates are calculated as follows:
 - (a) for overtime performed on Monday to Friday – 150% of an employee’s hourly rate of salary;
 - (b) for overtime performed on a Saturday or Sunday – 200% of an employee’s hourly rate of salary; and
 - (c) for overtime performed on a public holiday – 250% of an employee’s hourly rate of salary.
- (2) For overtime that does not:
 - (a) begin immediately after their normal working pattern; or
 - (b) end immediately before their normal working pattern;the employee is to be paid for at least 1 hour at the relevant overtime rate.
- (3) However, if more than 1 overtime attendance is required, the payment for overtime must not be more than the amount that would have been paid if the employee had remained on duty until the end of the final required attendance.
- (4) Instead of payment, an employee and their supervisor may agree in writing to access Time Off In Lieu at the relevant overtime rate. Time Off In Lieu (TOIL) must be used within one month of the relevant overtime or, if not used, must be paid out at the relevant rate. In exceptional circumstances, the Director may approve an extension of time to allow TOIL to be taken.

3.14 Rest relief after overtime

- (1) This clause applies if an employee performs overtime that would result in the employee not having at least 8 consecutive hours off duty (plus reasonable travelling time to and from work) before recommencing work. This clause does not apply where an employee works overtime immediately before the employee's ordinary hours and the overtime is two hours or less in duration.
- (2) The employee:
 - (a) may be absent from work, after performing the overtime, for 8 consecutive hours (plus reasonable travelling time); and
 - (b) is entitled to payment for any period of ordinary working time occurring in the employee’s absence.
- (3) However, if the employee is not able to be absent from work because the employee is required to continue or resume work, the employee is entitled to be paid at the rate of double time until the employee has at least 8 consecutive hours off duty (plus reasonable travelling time).
- (4) Payment at double time does not apply to an employee at a classification level above an APS level 6.

Subdivision 3.2.3 Restriction

3.15 Restriction direction

- (1) An employee may be directed to be contactable and available to perform duties outside the employee's ordinary hours of work (a **restriction direction**).
- (2) A restriction direction must be in writing, stating what the employee is directed to do and how that differs from the employee's normal work conditions.

3.16 Restriction allowance

- (1) An employee is entitled to an allowance (a **restriction allowance**) if the employee:
 - (a) is subject to a restriction direction; and
 - (b) is not at a classification level above an APS level 6.
- (2) However, the Director may grant a restriction allowance to an employee at a classification level above an APS level 6.
- (3) The allowance is to be paid for each hour or part of an hour restricted in accordance with the following table:

Period of restriction	Allowance (% of employee's hourly rate of salary)
Monday to Friday, including in respect of the additional Christmas closedown period	7.5%
Saturday or Sunday	10%
Public holiday	15%

- (4) However, if the Director has granted a restriction allowance to an employee at a classification level above an APS level 6, the salary for working out the hourly rate of salary is taken to be the highest salary point payable to an employee at the APS Level 6 classification.
- (5) Despite subclauses (3) and (4), the Director may approve another rate of restriction allowance for an employee, having regard to the circumstances of the restriction direction.
- (6) Restriction allowance is not payable for any period on leave or for which the employee receives another payment.
- (7) If an employee who is subject to a restriction direction is required to perform duty, the relevant overtime provisions apply to the duty, subject to a minimum 1 hour payment regardless of whether the employee is or is not recalled to a place of work to perform the duty.

Subdivision 3.2.4 Emergency duty

3.17 Emergency duty

- (1) This clause applies if:
 - (a) an employee is directed to attend for duty to meet an emergency;
and
 - (b) the employee would not ordinarily have been on duty at that time;
and
 - (c) the employee was not given notice of the direction before ceasing ordinary duty; and
 - (d) the employee is not at a classification above an APS level 6.
- (2) However, the Director may decide that this clause applies to an employee at a classification above the APS level 6.
- (3) For the time on duty, the employee is to be paid:
 - (a) at the rate of double time; and
 - (b) for at least 2 hours.
- (4) This clause does not apply if the employee is subject to a restriction direction.

Subdivision 3.2.5 Rostered employees

3.18 Application

- (1) The Museum may engage, promote to, or assign duties to APS Level 1 to 6 employees that are subject to a roster under the provisions of this Subdivision (***rostered employees***).
- (2) This Subdivision only applies to employees regularly rostered under clause 3.25 to perform ordinary duty on Saturdays, Sundays, and public holidays for an ongoing or fixed period.
- (3) Subdivision 3.2.2, Division 4.1 and Subdivision 4.4.3 do not apply to rostered employees.

3.19 Definitions for this Subdivision

- (1) The following definitions apply to this Subdivision, unless the contrary intention appears:

additional hours for a part-time rostered employee, means hours that an employee agrees to work in accordance with clause 3.27.

rostered day means a day on which a rostered employee is scheduled to work as specified in a roster made in accordance with clause 3.25.

rostered hours means the hours a rostered employee is rostered to work as specified in a roster made in accordance with clause 3.25.

roster period means a period notified under clause 3.25, being a seven-day week or a multiple of seven-day weeks.

shift means a continuous period of duty for a rostered employee, inclusive of rostered hours, additional hours, approved overtime and/or compulsory minimum meal breaks.

3.20 General provisions for rostered employees

- (1) Rostered employees who are rostered for a full day may have annual leave approved to cover a part-day absence.
- (2) The Museum will cease pay and other benefits for a rostered employee if the employee is absent from duty without approval, for the period of the absence without approval, i.e. until the employee resumes duty or is granted leave.

3.21 Annual salaries for rostered employees

- (1) Annual salaries for rostered employees are set out in Part 2 of Schedule 1. These rates compensate for the hours of work specified in subclause 3.22(2) and the other requirements in this Subdivision.

3.22 Hours of work for rostered employees

- (1) Employees may be rostered to work ordinary hours between 8.00 am to 8.00 pm, Monday to Sunday. Employees will be rostered to work a maximum of 10 ordinary hours for full-time employees and 10 ordinary hours and/or additional hours for part-time employees in any one day, excluding meal breaks and for no more than three consecutive days. The Museum will not roster employees to work more than five consecutive days unless this is agreed with the individual employee at the time the roster is implemented or changed. However, an employee may be directed to work overtime in excess of five consecutive days, where necessitated by operational requirements.
- (2) The Museum requires full-time rostered employees to work an average of 38.75 rostered hours per seven-day week, averaged over a roster period. This includes reasonable additional hours of 0.75 hours per week. The Museum may also require rostered employees to work further reasonable additional hours in accordance with clause 3.28.

3.23 Part-time rostered employment

- (1) Part-time rostered employees are those whose rostered hours average less than 38.75 hours per seven-day week averaged over a roster period.
- (2) To the extent of any inconsistency, the provisions in this Part displace the part-time employment provisions in Division 4.2 of this Agreement.
- (3) A part time rostered employee's salary, leave entitlements, and duties-related allowances will be calculated and paid/accrued on a pro-rata basis in accordance with the employee's regular rostered hours.

-
- (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 seven-day week over a roster period.

3.24 Breaks

- (1) Employees must take an unpaid break of at least 30 minutes as rostered or otherwise directed after no more than five hours continuous work.
- (2) In addition to the unpaid break in subclause (1), and any local arrangements for short breaks from duty, rostered employees will be entitled to one paid break of 15 minutes per shift, to be taken at a time directed by the Museum, provided the shift extends beyond three hours.
- (3) A rostered employee is entitled to the rest relief after overtime in accordance with clause 3.14.

3.25 Rosters

- (1) The Museum will develop rosters as required from time to time, see sub-heading 5.02.
- (2) Rosters will cover a seven-day week and will specify a roster period in weeks.
- (3) The Museum will give employees details and at least one full pay fortnight notice of a new roster.
- (4) The Museum may vary an employee's rostered days and starting and finishing times with seven days' notice in writing, or earlier by agreement with the individual employee.
- (5) The minimum shift will be two hours.
- (6) The Museum will not roster employees on split shifts. However, an employee may be directed to work overtime or agree to work additional hours that are not continuous with rostered hours.

3.26 Shift loadings for rostered employees

- (1) A rostered employee will receive the following shift loadings, in addition to their annual salary:

Rostered and additional hours worked	Shift loading (% of employee's hourly rate of salary)
Monday to Friday	No shift loading
Saturday and Sunday	60%
Public holidays	100%

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- (2) A rostered employee who is not rostered to work on a public holiday, including while on approved annual leave, will receive one day's payment in lieu, without any payment of shift loading. Where the employee works part-time, the payment will be paid at a pro-rata amount based on the employee's weekly hours (i.e. average weekly hours/average number of days worked per week calculated over the four week roster period).
 - (3) The Museum will pay shift loadings in respect of any duty which an employee would have performed had the employee not been on approved annual leave.
 - (4) Shift loadings will not be paid for overtime hours worked in accordance with clause 3.28.

3.27 Additional hours for part-time employees

- (1) Part-time rostered employees, with the approval of their manager, may 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.
- (2) Additional hours will be voluntary and the Museum will not pressure an employee to agree to work additional hours.
- (3) Employees do not accrue leave entitlements in respect of additional hours.
- (4) The Museum will pay rostered employees 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.
- (5) Additional hours worked on weekend days or public holidays will attract the relevant shift loading in accordance with clause 3.26.

3.28 Overtime for rostered employees

- (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 am to 8.00 pm bandwidth. For overtime there must be:
 - (a) a direction given to the employee to perform the work before the work is performed; or
 - (b) if circumstances do not permit a direction to be given before the work is performed, subsequent written approval.
- (2) A rostered employee eligible to receive overtime payments will be paid at the following rates:

Approved time worked	Overtime rate (% of employee's hourly rate of salary)
Monday to Friday	150%
Saturday and Sunday	200%

Public holidays	250%
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- (3) An employee is entitled to decline to work outside their rostered hours except on overtime, and may, with reasonable cause, decline a request to work overtime.
- (4) The Museum will pay rostered employees:
 - (a) for the actual period worked if the overtime is continuous with rostered hours, or if the overtime is greater than two hours; or
 - (b) for a minimum of two hours if there is a break of more than 30 minutes between the employee's rostered hours for the day and the period of overtime and/or additional hours; or
 - (c) for a minimum of two hours for a combined period of additional hours and overtime that is not continuous with rostered hours.
- (5) The Museum will only pay overtime if the Director makes a direction to work overtime in advance or the delegate or senior manager approves the overtime in writing.

3.29 Additional payment for rostered employees

- (1) Rostered employees who are regularly rostered to work rostered hours on Saturdays, Sundays and public holidays will be entitled to a payment equivalent to an additional five days (38.75 hours) of work (at the employee's hourly rate of salary) per year, pro rata for periods of part-time employment and/or employment for part of a year.
- (2) The Museum will make the payment by 31 October each year or on termination of employment with the Museum, for the amount of the payment accumulated under this provision as at 30 June in the relevant year.
- (3) Rostered employees will have the option of converting the payment to an amount of paid leave, to be taken at a mutually agreed time. Employees wanting to convert the payment to paid leave must apply in writing before 30 June in the relevant accrual year, and must take the leave by 30 June in the following year.

Subdivision 3.2.6 Higher duties

3.30 Entitlement to higher duties allowance

- (1) An employee may be assigned to perform temporarily all or part of the duties of a position at a higher classification.
- (2) If, because of an assignment, or consecutive assignments, under subclause (1), an employee performs all or part of the duties of a position at a higher classification (including an SES position) for a continuous period of more than 5 days, the employee is eligible for payment of higher duties allowance for the period (including any public holiday or

period of paid leave occurring during the continuous period).

- (3) The employee is eligible to be advanced to higher pay points for the higher classified position only if the employee's performance in the higher position in the workplace has been assessed under the Performance Management Framework for:
 - (a) a continuous period of 12 months and one day or more higher duties where a performance agreement at the higher classification was in place for that assignment; or
 - (b) a total of 12 months and one day or more higher duties in broken periods within a 24 month period, for which a performance agreement at the higher classification was in place.
- (4) If the employee is rated as fully effective, the employee must be advanced one pay point at the higher classification level.

3.31 Rates of higher duties allowance

- (1) An employee performing all the duties of a position at a higher classification will receive payment at a salary point appropriate to the higher work value level taking into account previous periods of higher duties.
- (2) If the employee has previously attained a higher pay point through pay point advancement under the Performance Management Framework for previous performance at the classification, the employee is to be paid at that rate.
- (3) An employee performing part of the duties of a position at a higher classification (i.e. partial performance) will receive payment at a rate decided by the Director, but not exceeding the rate payable under subclause (2).
- (4) The amount of higher duties allowance payable is the difference between:
 - (a) the employee's salary for his or her approved classification; and
 - (b) the salary payable to the employee under this clause.
- (5) An employee performing the duties of an SES position:
 - (a) is to be paid higher duties allowance at a rate decided by the Director; and
 - (b) may be entitled to other benefits and subject to conditions, as decided by the Director.

Subdivision 3.2.7 Allowances, benefits and expenses

3.32 Motor vehicle allowance

- (1) If the Director considers that it will result in greater efficiency or involve less expense to the Museum, the Director may authorise an employee to

use a private vehicle for official purposes or for a relocation for which removal expenses are to be met by the Museum.

- (2) An employee authorised to use a private vehicle for official purposes or relocation is entitled to a motor vehicle allowance at the per-kilometre rate applicable to the type of vehicle used, as determined by the Australian Taxation Office. If air travel is available for the journey, the maximum amount payable will be the airfare equivalent according to best fare of the day principles.

3.33 Travelling allowance – domestic travel

- (1) The Museum will cover reasonable costs associated with travel incurred in connection with an employee's work.
- (2) An employee who travels on official business, and who is required to be absent overnight, is entitled to travelling allowance in accordance with the most recent Australian Taxation Office Determination for Reasonable Travel Allowance Expenses for meals, accommodation, and incidentals where not directly paid.
- (3) An employee may elect in writing to receive a lower accommodation allowance than the rate in the relevant Taxation Determination. The amount paid will not be lower than 50% of the rate in the Taxation Determination.
- (4) An employee travelling on official business for at least 10 hours, and who is not absent overnight, will be entitled to a taxable part day travel allowance of \$60. The payment of part-day travel allowance will be made through normal salary arrangements.
- (5) The Director may approve additional travel allowance, if satisfied that the standard travel allowance rate is insufficient to cover reasonable expenses.
- (6) Where an employee is required to be absent from their ordinary place of work for more than 21 days, the Director may approve an allowance to cover reasonable costs or reimburse reasonable expenses associated with the absence as the situation requires.
- (7) In recognition of potential savings and efficiencies that may arise from travel arrangements that may be introduced during the life of this agreement, the Museum may introduce revised travel arrangements provided that employees will not be out of pocket for the reasonable costs of accommodation, meals and incidentals that may be incurred when travelling for work.

3.34 Overseas official travel

- (1) Unless the Museum provides an alternative for meals and accommodation, including those supplied in connection with the employee's work, an employee required to travel on official business overseas will be provided with an advance to meet reasonable expenses.

If not otherwise provided, the Museum will provide meal and incidental costs at the allowance rates in the relevant Australian Taxation Office Determination for Reasonable Travel Expense. Reasonable expenses such as accommodation, taxis, visas etc. will require acquittal when the travel is complete.

3.35 Class of travel

- (1) Employees are entitled to economy class travel by air where required to travel on official business within Australia and overseas.
- (2) Any additional requirements relating to class upgrades or other special consideration resulting in additional costs will require prior approval by the Director.
- (3) Notwithstanding the above travel entitlements, an employee must follow Government policy in relation to best fare of the day rules.

3.36 Camping

- (1) If the Museum requires employees to undertake field work and motel/hotel accommodation or other suitable domestic accommodation is not available, the Museum will provide a camping allowance of \$75 per day as compensation for the inconvenience and disturbance involved in establishing and moving camps. This allowance is payable instead of the allowances payable for accommodation.
- (2) In addition to the camping allowance, and instead of a travel allowance, the Director will determine reasonable out of pocket work-related camping expenses. This may include items such as camping and cooking equipment and food. Employees must acquit advances and claims for out of pocket expenses against original receipts.

3.37 Cadet APS – reimbursement and fares assistance

- (1) An employee who is classified as a Cadet APS employee is entitled to:
 - (a) reimbursement of compulsory fees (excluding FEE-HELP loans) associated with the cadetship;
 - (b) reimbursement of up to \$500 per annum to provide for books and equipment; and
 - (c) fares assistance for travel between a cadet's permanent residential address and the approved tertiary education institution, provided that:
 - (i) the cadet is required to physically relocate for the study semester in order to take up the course at the approved tertiary institution; and
 - (ii) 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.

3.38 Relocation expenses

- (1) The Director may make reasonable financial or other assistance available for relocation of a person from one locality to another on engagement.
- (2) Employees must provide original receipts when seeking approval for reimbursement for expenses.

3.39 Loss or damage to personal effects

- (1) The Director may approve payment of expenses incurred by the employee associated with the loss of, or damage to, clothing or personal effects if the loss or damage relates to the employee's service.

3.40 Additional responsibilities allowance

- (1) An employee performing for a continuous period of one month or more corporate support responsibilities such as First Aid Officer, Workplace Health and Safety Representative, Workplace Support Officer or Fire Warden may, at the discretion of the Director, receive an allowance of \$25 per fortnight.
- (2) The Museum will only pay an allowance for the period the employee undertakes the additional responsibilities, including periods of leave up to one month, except for the purposes of long service leave. The allowance counts for superannuation purposes.

3.41 Child and dependent care

- (1) If the Museum directs an employee to work or travel 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 employee's manager, of the requirement to work those hours or be absent from home.

3.42 Overtime meal allowance

- (1) This clause applies to an employee who works overtime:
 - (a) prior to 7.00 am, or 8.00 am for rostered staff, and the period is continuous with their ordinary, rostered and/or additional hours and they have an unpaid meal break of 30 minutes;
 - (b) past 7:00pm, or 8:00pm for rostered staff, provided they have not had a break of more than 90 minutes between their ordinary, rostered and/or additional hours and the commencement of overtime;
 - (c) and commences approved overtime or additional hours on a day that is not a rostered or ordinary working day, no later than 6:00pm and continues until after 8:00pm;
 - (d) for the period from midnight to 1:00am; or
 - (e) for the period from midday to 2:00pm on a Saturday, Sunday or

Public Holiday.

- (2) The employee is entitled to a meal allowance set under the ATO reasonable allowance rates.
- (3) A meal allowance is not payable if the Museum provides a meal to the employee, including meals supplied in connection with the employee's work for the Museum.

3.43 Influenza Vaccinations and Health Checks

- (1) The Museum will provide annual influenza vaccinations and fund a program of voluntary health checks for employees.

Division 3.3 Flexible Remuneration Packaging

3.44 Flexible remuneration packaging

- (1) An employee may elect to sacrifice salary for non-monetary benefits.
- (2) The employee must pay fringe benefits tax and administrative costs incurred because of the election.

Division 3.4 Superannuation

3.45 Superannuation arrangements

- (1) The Museum will make compulsory employer contributions as required by applicable legislation and fund requirements.
- (2) If an employee has chosen an accumulation superannuation fund other than the PSS Accumulation Plan (PSSap), the employer contribution will be the same percentage of the fortnightly superannuation contribution salary as that required for employees who are members of the PSSap.
- (3) The Museum will not reduce employer contributions by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer contributions (e.g. unable to accept contributions for people aged over 75).
- (4) At the commencement of this Agreement the rate of PSSap employer contribution was 15.4 per cent, and the Museum will not reduce employer contributions below that rate, for any eligible fund.
- (5) The Museum will not pay employer superannuation contributions on behalf of employees during periods of unpaid leave that do not count as service, unless otherwise, required under legislation.
- (6) The Director may choose to limit superannuation choice to complying superannuation funds that allow payment for employee and/or employer contributions made through fortnightly electronic funds transfer using a file generated by the Museum's payroll system, and that accept a remittance advice in the form preferred by the Museum.

Division 3.5

Individual Flexibility Arrangements

3.46 Individual flexibility arrangements

- (1) The Director and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of any of the terms of the agreement, where the arrangement meets the genuine needs of the employee and Museum. A flexibility arrangement must be genuinely agreed between the employee and the Director.
- (2) The Director must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) results in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The Director must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
- (4) The Director must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The Director or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Director and employee agree in writing – at any time.

Part 4 A balanced working relationship

Division 4.1 Flexible working arrangements

4.01 Hours of work

- (1) For a full-time employee, **ordinary hours of work** are 74 hours and 10 minutes over a 2 week period or 148 hours and twenty minutes over four weeks (the **settlement period**). These ordinary hours incorporate the additional four minutes a day/20 minutes a week full-time employees work to achieve the Christmas shut down.
- (2) For a part-time employee, ordinary hours of work over the settlement period are:
 - the number of hours stated in the employee's part-time work agreement or,
 - for a management initiated part-time position, the hours decided by the Director for the employee's position.
- (3) To achieve the Christmas shut-down, an additional pro rata amount of the 20 minutes a week worked by full-time employees will be added to the employee's part-time work agreement.
- (4) The times when an employee may work ordinary hours of work (the **ordinary span of work hours**) are 7.00 am to 7.00 pm Monday to Friday, or a different span of work hours by written agreement between the employee and their manager or the Director. Employees have the right to request flexible working arrangements under section 65 of the Fair Work Act.
- (5) An employee may be required to perform reasonable additional hours of work. Payment of overtime rates for additional hours may apply in accordance with clause 3.13.
- (6) For each day an employee works, the employee must record as soon as practicable, in a manner approved by the Director, the time when the employee starts and finishes work and the time of any breaks.

4.02 Flextime

- (1) Flextime is a system of flexible working hours arrangements that enables employees and their supervisors to change working hours, patterns and arrangements to provide maximum organisational flexibility with benefits to clients, employees and the Museum.
- (2) An employee at the APS Level 1 to APS Level 6 classification will work the employee's ordinary hours. Further details are in the Museum's Flextime Procedures.
- (3) An employee may carry over a maximum flextime credit of 25 hours into the next settlement period. In exceptional circumstances, the Director can approve a carry-over of more than 25 hours.

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- (4) An employee may carry over a maximum flextime debit of 10 hours into the next settlement period. Any debit in excess of 10 hours will be deducted from the employee's pay.
 - (5) For a part-time employee, attendance outside the employee's normal pattern of work, as described in the part-time work agreement or decided by the Director for a management initiated part-time position, is subject to availability of work and the approval of the employee's supervisor.
 - (6) An employee will not have access to flextime if the Director or manager considers that the employee's attendance and/or performance is unsatisfactory and/or attendance does not meet business requirements and/or the employee is misusing the arrangements.

4.03 Working patterns

- (1) The pattern by which an employee works the ordinary hours of work is as agreed between the employee and his or her supervisor or, in the absence of agreement:
 - (a) for a full-time employee – 8.30 am to 12.30 pm and 1.30 pm to 4.55 pm; and
 - (b) for a part-time employee – the hours agreed in the part-time work agreement or decided by the Director for a management-initiated part-time position.
- (2) However:
 - (a) an employee must be available for reasonable direction to work outside his or her agreed pattern of work; and
 - (b) an employee must not be required to work more than 10 hours ordinary time on any 1 day; and
 - (c) an employee must not work more than 5 hours without a break of 30 minutes.
- (3) An employee's standard hours are used to work out:
 - (a) leave accrual and deductions; and
 - (b) deductions for unauthorised absences.

4.04 Executive Level employees – working hours arrangements

- (1) Where an Executive Level employee works hours that are in addition to his or her ordinary hours of work the Director may grant the employee access to time off in lieu for those hours. Access to time off in lieu will be subject to operational requirements. Time off in lieu is not an hour for hour arrangement.

4.05 Standard hours

- (1) For a full-time employee, **standard hours** are 37 hours 5 minutes each week, 8.30 am to 12.30 pm and 1.30 pm to 4.55 pm Monday to Friday.

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- (2) For a part-time employee, **standard hours** are:
 - (a) the hours stated in the employee's part-time work agreement; or
 - (b) for a management-initiated part-time position – the hours decided by the Director for the employee's position.

Division 4.2 *Part-time work*

4.06 Remuneration etc for part-time work

- (1) Remuneration and other terms and conditions for a part-time employee are to be calculated proportionately to the remuneration and other conditions applying to a full-time employee of the same classification. Employees do not accrue leave entitlements in respect of additional hours.
- (2) Expense related allowances for a part-time employee are the same as for a full-time employee of the same classification.

4.07 Part-time work arrangements

- (1) An employee may be employed as a regular part-time employee for an agreed number of regular hours each settlement period that is less than ordinary hours of duty for a full-time employee.
- (2) The Museum may engage an employee on a part-time basis. An employee engaged on a part-time basis does not have an automatic right to vary their part-time hours or access full time hours.
- (3) However, if a full-time employee occupies a position:
 - (a) the employee is entitled to return to full-time work at the end of any period of a part-time working arrangement agreed to; and
 - (b) the Director and the employee may agree that the employee return to full-time work before the end of any period of a part-time working arrangement agreed to.
- (4) The pattern of hours must not be varied without the consent of the employee.

Division 4.3 *Home (or other)-based work*

4.08 Home (or other)-based work agreements

- (1) The Director and an employee may agree that the employee is to perform all or part of the duties of the employee's position from the employee's home or elsewhere.
- (2) For more information about home (or other)-based work, employees should consult the Home (or other)-based work guidelines.
- (3) The agreement for home (or other)-based work may be terminated by the Director or the employee on two weeks' notice.

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- (4) The agreement may be terminated by the Director without notice in the event of misconduct or performance concerns.

Division 4.4 Leave

Subdivision 4.4.1 General

4.09 Reporting absences

- (1) An employee who is unable to attend for duty on a particular day and who does not have prior approval for the absence must phone by no later than 10.00 am and directly notify their supervisor or more senior manager (unless alternative local arrangements have been agreed) of the general nature of the absence, and the anticipated duration of the absence, unless exceptional circumstances prevent such notification.

4.10 Unauthorised absences

- (1) If an employee is absent from duty without approval, all pay and other benefits provided under this Agreement, including flexible working arrangements, cease to be available until the employee resumes duty or is granted leave for the absence.

4.11 Portability of accrued paid leave entitlements

- (1) If an employee joins the Museum on or after the commencement of this Agreement from another employer and was employed in performing functions for the other employer under the *Public Service Act 1999*, or the *Parliamentary Service Act 1999*, or joins the Museum from the ACT Government Service, accrued annual leave, personal leave and carers leave (however described) will be transferred, if there is no break in continuity of service. Recognition of accrued leave excludes any leave paid out on separation.

Subdivision 4.4.2 Public holidays

4.12 Public holidays to be observed

- (1) Employees will be entitled to the following public holidays:
- (a) New Year's Day (1 January)
 - (b) Australia Day (26 January)
 - (c) Good Friday
 - (d) Easter Monday
 - (e) Anzac Day (25 April)
 - (f) The Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory)
 - (g) Christmas Day (25 December)
 - (h) Boxing Day (26 December)
 - (i) Any day, or part day, declared or prescribed by or under a law of a

State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the Fair Work regulations from counting as a public holiday.

- (2) If under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
- (3) The Museum will treat 27 December as a public holiday if Christmas Day falls on a Monday or Tuesday or Wednesday, 28 December if Christmas Day falls on a Sunday, or 29 December if Christmas Day falls on a Thursday, Friday or Saturday.
- (4) The Director and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- (5) If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate of pay if the employee performs work on that day, and the Sunday would otherwise be a public holiday under section 115 of the *Fair Work Act 2009*.
- (6) An employee, who is absent on a day or part day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.

Note Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, purchased leave or paid personal leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (eg if on long service leave on half pay, payment is on half pay).

Subdivision 4.4.3 Annual Christmas closedown

4.13 Museum to shut down between Christmas and New Year

- (1) The Museum's administrative offices and non-public facilities will close their normal operations from close of business on the last working day before Christmas with business resuming on the first working day after New Year's Day.
- (2) In recognition of the agreement to work an additional four minutes per day/20 minutes per week (i.e. 7 hours and 25 minutes per day/37 hours 5 minutes per week), or a pro rata amount for part-time employees, non-rostered employees will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance

with their ordinary hours of work. Where an employee is absent on leave, payment for the Christmas closedown period will be in accordance with the entitlement for that form of leave (eg if on long service leave half pay, payment is on half pay).

- (3) There will be no deduction from annual, purchased leave or personal leave credits for the closedown days.
- (4) If an employee at the APS1-6 level is directed by the Director to work during this period the employee will be entitled to overtime at the Monday-Friday weekday rate. Alternatively, the employee and the Director may agree to paid time off equivalent to the time worked, to be taken within 4 weeks.

Subdivision 4.4.4 Annual leave

4.14 Entitlement

- (1) Employees will progressively accrue 20 working days annual leave credit for every year of completed service.
- (2) If, in a year, an employee has worked a period or periods of part-time service, the employee's annual leave credits for each period of part-time service are to be calculated on the basis of the hours of service performed during that period.
- (3) If, in a year, an employee is absent on leave that does not count for service, the employee's annual leave credit is reduced proportionally.

4.15 Taking annual leave

- (1) An employee may, on application approved by the Director, take annual leave.

4.16 Direction to take annual leave

- (1) If an employee has an annual leave credit of more than 6 weeks, the employee may be directed to take any or all of their annual leave credit which is in excess of four weeks credit.

4.17 Cashing out annual leave

- (1) An employee may, with the approval of the Director, cash out a portion of the employee's annual leave credit on one occasion in any 12 month period.
- (2) To be eligible to cash out annual leave, the employee must have taken at least two weeks' annual leave in the previous 12 month period.
- (3) Annual leave credit cannot be cashed out if the cashing out would result in the employee's remaining accrued annual leave entitlement being less than 4 weeks.

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- (4) Each cashing out of a particular amount of annual leave credit must be by a separate agreement in writing between the Director and the employee.
 - (5) If an employee cashes out annual leave, the employee will be paid the full amount that would have been paid to the employee had the employee taken the leave that the employee has forgone.

4.18 Payment instead of unused leave

- (1) If an employee's employment ends, and the employee's accumulated annual leave credit is not transferable, the employee is entitled to payment of an amount equal to the value of the credit.

Subdivision 4.4.5 Leave for parenting purposes

4.19 Maternity, parental and maternal leave

- (1) An employee is entitled to paid or unpaid maternity leave or unpaid parental leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* or Division 5 of Part 2.2 of the FW Act, whichever is the more favourable.

Note Under the *Maternity Leave (Commonwealth Employees) Act 1973*, in some circumstances, an employee is entitled to up to 12 weeks paid maternity leave.

- (2) An employee who is entitled to paid maternity leave is also entitled to 3 weeks additional paid maternal leave within the maximum period of maternity leave.
- (3) To provide for more flexible administration of paid maternity leave and paid maternal leave, an employee who is entitled to paid maternity leave and the 3 weeks' additional paid maternal leave, may choose to extend the period of payment for those kinds of leave for double the number of weeks at a rate of one-half of the normal salary for the employee. However, a maximum of 15 weeks will count as service for any purpose and the period will not extend the total period of paid and unpaid leave under the Maternity Leave Act.
- (4) An ongoing employee with less than twelve months service, if not entitled to paid leave under the Maternity Leave Act, shall be entitled to four weeks paid leave to be taken at full or half pay within the 12 month unpaid maternity leave period.

4.20 Adoption leave

- (1) An employee who:
 - (a) satisfies the same qualifying requirements as those required by an employee covered by the *Maternity Leave (Commonwealth Employees) Act 1973* to receive paid maternity leave; and
 - (b) is the primary carer of an adopted child;
is entitled up to 15 weeks paid adoption leave.
- (2) An employee who, at the time of commencing adoption leave, has

completed less than 12 months service, but at any time within the first 15 weeks of adoption leave satisfies the qualifying service requirements in clause 4.20(1)(a) and the primary carer requirement in clause 4.20(1)(b) will be entitled to that adoption leave on a pro-rata basis.

- (3) An employee is entitled to unpaid adoption leave in accordance with Division 5 of Part 2.2 of the FW Act.
- (4) For subclause (1) and (2) the adoptive child must be under 16 and not be a child or step child of the employee or the employee's partner unless the child has not been in the custody and care of the employee or employee's partner for a continuous period of 6 months or more before the adoption.
- (5) Paid adoption leave must be taken at a time agreed between the employee and his or her supervisor. The agreed time must conclude within 12 months of the adoption.
- (6) Paid adoption leave may be taken at half pay. Only the first 15 weeks, or pro-rata amount, will count as service.

4.21 Foster Parent Leave

- (1) An ongoing employee who:
 - (a) satisfies the same qualifying requirements as those required by an employee covered by the *Maternity Leave (Commonwealth Employees) Act 1973* to receive paid maternity leave; and
 - (b) is the primary carer of a foster child for whom the employee has assumed long-term responsibility arising from the placement of the child under a permanent fostering arrangement:
 - (i) by a person / organisation with statutory responsibility for the placement of the child; and
 - (ii) where the child is not expected to return to their family;is entitled up to 15 weeks paid foster parent leave.
- (2) An ongoing employee who, at the time of commencing foster parent leave, has completed less than 12 months service, but at any time within the first 15 weeks of foster parent leave satisfies the qualifying service requirements in clause 4.21(1)(a) and primary requirement in clause 4.21(1)(b) will be entitled to that foster parent leave on a pro-rata basis.
- (3) Paid foster parent leave must be taken at a time agreed between the employee and his or her supervisor. The agreed time must conclude within 12 months of the permanent placement of the child.
- (4) Paid foster parent leave may be taken at half pay. Only the first 15 weeks, or pro-rata amount, will count as service.

4.22 Parental and supporting partner's leave

- (1) An ongoing employee, who is not entitled to paid maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973* and/or clause 4.19, paid adoption leave under clause 4.20 or paid foster parent leave

under clause 4.21, who is the parent of a new-born child, or adopts a child or commences long-term responsibility for a foster child under 16 years of age, and who ordinarily resides with the child, is entitled to 4 weeks paid parental leave. The leave may be taken on half pay. If taken on half pay, the whole period will count as service.

- (2) For a non-ongoing employee whose partner gives birth, or adopts a child or commences long-term responsibility for a foster child under 16 years of age, and the employee does not qualify for paid maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973* and/or clause 4.19, paid adoption leave under clause 4.20, paid foster parent leave under clause 4.21 or paid parental leave under subclause (1), the employee is entitled to five working days paid leave to be available after the completion of each three calendar months of service, to a maximum of 15 working days after nine months.
- (3) Leave must be taken at a time agreed between the employee and his or her supervisor within 12 months of the birth or placement of the child.
- (4) An employee is entitled to unpaid parental leave in accordance with Division 5 of Part 2.2 of the FW Act.

Subdivision 4.4.6 Personal leave

4.23 Entitlement

- (1) Ongoing employees will be granted 18 days on engagement and thereafter will accrue, on a fortnightly basis, 18 days personal leave credit for every year of service. Non-ongoing employees will accrue, on a fortnightly basis, 18 days personal leave credit for every year of service. A day is calculated as 7 hours 25 minutes for non-rostered staff and 7 hours 45 minutes for rostered staff.
- (2) If, in a year, an employee is absent on leave that does not count for service, the employee's personal leave accrual will be reduced in proportion to the period of that leave.
- (3) If, in a year, an employee has worked a period or periods of part-time service, the employee's personal leave credits for each period of part-time service are to be calculated on a pro-rata basis of the hours of service performed during that period.

4.24 Taking personal leave

- (1) Personal leave, on application approved by the Director, is available for:
 - (a) personal illness or injury of an employee not covered by workers' compensation; or
 - (b) the provision by an employee of care or support for a member of the employee's immediate family, or a member of the employee's household who requires care or support because the member is ill or injured or has an unexpected emergency affecting the member.

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- (2) No more than 3 consecutive days of personal leave can be taken without producing a medical certificate, statutory declaration or other evidence that would satisfy a reasonable person that the leave is being used for its intended purpose.
 - (3) A supervisor/manager may advise an employee that the employee must provide evidence to support current and/or future absences on personal or carer's leave.
 - (4) If the employee provides a statutory declaration as evidence, the statutory declaration must set out why the employee is or was unable to attend work, and why it was not reasonably practicable for them to obtain a medical certificate or other relevant evidence. If the employee does not provide the required evidence within a reasonable period, the absence will be treated as unauthorised leave.

4.25 Unpaid carer's leave

- (1) An employee who has exhausted paid personal leave credits or who is engaged on an irregular or intermittent employment basis is entitled, on application approved by the Director, to 2 days unpaid carer's leave each time the employee is required to provide care or support to a member of the employee's immediate family or household member who requires care or support because he or she is sick or injured or has an unexpected emergency.

4.26 Compassionate and bereavement leave

- (1) An employee is entitled, on application approved by the Director, to 3 days paid compassionate leave for each occasion when a member of the employee's immediate family, or a member of the employee's household:
 - (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) sustains a personal injury that poses a serious threat to his or her life; or
 - (c) dies.
- (2) For the purposes in subclause (1) above, the Director may grant leave in similar circumstances where there is a genuine cultural relationship which the Director regards as equivalent to an immediate family or household relationship.
- (3) For an employee engaged to perform duties on an intermittent or irregular basis (a casual employee) and who receives a loading under clause 3.04, the employee is entitled to compassionate leave on an unpaid basis.
- (4) Compassionate leave may be taken in a single continuous period, as separate days, or in separate periods.

Subdivision 4.4.7 Community service leave

4.27 Community service leave

- (1) An employee may take community service leave, on application approved by the Director, for the purposes of:
 - (a) jury service;
 - (b) voluntary emergency activity as defined in the FW Act; or
 - (c) an eligible community service activity prescribed under the *Fair Work Regulations 2009*.
- (2) For the purposes of paragraph (1) (b) voluntary emergency activity includes emergency service responses, regular training, reasonable recovery time and ceremonial duties.

Subdivision 4.4.8 Discretionary leave

4.28 Discretionary leave

- (1) The Director may grant discretionary leave for a purpose or absence not otherwise covered by this Agreement.
- (2) The Director may decide that all or part of a period of discretionary leave is leave with full or part pay, or without pay.
- (3) A period of paid discretionary leave counts as service for all purposes.
- (4) A period of discretionary leave without pay may count as service for any or all purposes mentioned in subclause (5) if the Director decides that it should count as service for any or all those purposes.
- (5) For subclause (4), the purposes for which discretionary leave without pay may count as service are as follows:
 - (a) accrual of credits for annual leave or long service leave;
 - (b) qualifying service for long service leave;
 - (c) accrual of credits for personal leave.

4.29 Personal emergency leave

- (1) The Director may grant up to two days paid leave per annum for personal and household emergencies, including, but not limited to, attending at home for urgent household repairs (fire damage, water pipes bursting etc.) and unanticipated requests to attend the employee's child's school. Personal emergency leave is non-accruable and will not be paid out on cessation of employment.

Subdivision 4.4.9 Defence service leave

4.30 Leave for defence service

- (1) An employee may be granted leave (with or without pay) to enable the

employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.

- (2) An employee is entitled to ADF Reserve leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.
- (3) During the employee's first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
- (4) With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.
- (5) Leave granted for defence service purposes counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except annual leave.
- (6) Employees may also apply for annual leave, long service leave or leave without pay, or use flextime, for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
- (7) Employees are to notify supervisors at the earliest opportunity once dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

Subdivision 4.4.10 Purchased leave

4.31 Purchased leave arrangements

- (1) An employee may, with the approval of the Director, participate in the purchased leave scheme which allows employees to access additional paid leave by reducing annual salary over a period of up to twelve months. An employee may elect to purchase one, two, three or four weeks per year.
- (2) Unless otherwise agreed by the Director, purchased leave must be used within twelve months of the election and if not used, the employee must take or lose the leave at the end of the period. Purchased leave will not affect other forms of leave or an employee's continuity of service.
- (3) For rostered employees:
 - (a) access to purchased leave may be subject to agreement on when the employee will take the additional leave;
 - (b) if there is a change in the number of rostered hours for an employee, adjustment of payments will be made;
 - (c) purchased leave will not attract weekend or public holiday penalties.

Subdivision 4.4.11 Long Service Leave

4.32 Long service leave

- (1) An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- (2) The minimum period for which an employee may take long service leave is seven calendar days at full or fourteen days at half pay. Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

Part 5 Managing change

Division 5.1 Consultation about major organisational change

5.01 Major change

- (1) This term applies if:
 - (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) the change is likely to have a significant effect on the employees.
- (2) For a major change referred to in paragraph (1)(a), the employer must notify the relevant employees of the decision to introduce the major change and subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion — provide, in writing, to the relevant employees:

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- (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclause (2), (3) and (5) are taken not to apply.
- (9) In this term, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
- (10) In this term: "relevant employees" means the employees who may be affected by change referred to in subclause (1).

5.02 Change to regular rosters or ordinary hours of work

- (1) This term applies if the employer proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- (2) For a change referred to in subclause (1), the employer will notify the relevant employees of the proposed change and subclauses (3) to (7) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative,
- the employer must recognise the representative.

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- (5) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion— provide to the relevant employees:
 - (i) all relevant information about the change including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
 - (6) However, the employer is not required to disclose confidential or commercially sensitive information to relevant employees.
 - (7) The employer must give prompt and genuine consideration to matters raised about the change by relevant employees.
 - (8) In this term, “relevant employees” means the employees who may be affected by a change referred to in subclause (1).

Division 5.2 Redeployment, reduction and retrenchment

5.03 Application of Division

- (1) This Division applies only to excess employees who are ongoing APS employees other than employees on probation.
- (2) An employee is an **excess employee** if:
 - (a) the employee is of a kind of which there are more than are necessary for the efficient and economical working of the Museum; or
 - (b) the services of the employee cannot be effectively used because of technological or other changes in the work methods of the Museum or structural or other changes in the nature, extent or organisation of the functions of the Museum; or
 - (c) if the duties usually performed by the employee are to be performed at a different locality:
 - (i) the employee is not willing to perform the duties at that locality; and
 - (ii) the Director decides that the employee is an excess employee.

5.04 Discussion period

- (1) Where the Director becomes aware that an employee is potentially

excess, the Director will advise the employee, in writing as soon as practicable, that the employee is potentially excess and the reasons why the employee is potentially excess.

- (2) Within 4 weeks of the notification in subclause (1), the Director will hold discussions with the employee, and the employee's nominated representative (if applicable), to consider:
 - Any measures that could be taken to remove or reduce the likelihood of an employee becoming excess; and
 - Whether voluntary retrenchment, redeployment (at or below the employee's classification) or re-assignment of duties may be appropriate.
- (3) The Director may, prior to conclusion of these discussions, invite an employee to express interest in voluntary redundancy. Should the employee request and receive an earlier termination date that falls within the discussion period, the employee will be entitled to receive payment for the unexpired portion of the discussion period.

5.05 Voluntary retrenchment

- (1) If an employee:
 - (a) is told under clause 5.03 that he or she is an excess employee; or
 - (b) expresses interest in voluntary retrenchment;the Director may invite the employee to accept voluntary retrenchment once in respect of any single redundancy situation.
- (2) The Director may invite an employee mentioned in paragraph (1) (b) to accept voluntary retrenchment only if:
 - (a) an otherwise excess employee is redeployed to perform duties that would otherwise have been performed by the employee mentioned in paragraph (1) (b); and
 - (b) as a result, the employee mentioned in paragraph (1) (b) becomes an excess employee.
- (3) If the Director invites an employee to accept voluntary retrenchment under subclause (1), the Director must:
 - (a) allow the employee four weeks (the **acceptance period**) to accept the invitation; and
 - (b) give notice of termination of employment in accordance with section 29 of the *Public Service Act 1999* before the end of the acceptance period only if the employee agrees.
- (4) Within the acceptance period, the Director must tell the employee in writing about the following matters:
 - (a) the amount of severance pay, pay in lieu of notice and paid up leave credits;
 - (b) the amount of accumulated superannuation contributions;
 - (c) options open to the employee for superannuation;
 - (d) taxation rules applying to payments to the employee;

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- (e) the level of assistance up to a maximum of \$550 for financial advice.
 - (5) If an employee declines an invitation of voluntary retrenchment under subclause (1), or does not accept the invitation within four weeks, the Director must, as soon as possible, refer the employee to a career advisory service and/or the APS redeployment register.

5.06 Accelerated retrenchment/separation arrangements

- (1) The Director may provide employees with an accelerated separation option.
- (2) In addition to the other redundancy benefits available to employees 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 to 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 specified for the purposes of the discussion and acceptance periods otherwise required under this Agreement. Note: This Agreement provides that the period of notice will be four weeks (or five weeks for an employee over 45 with at least 5 years' continuous service).
- (3) Employees who may be considering accelerated separation arrangements for redundancy purposes are encouraged to seek financial advice prior to making their decision.
- (4) If an employee accepts an offer of accelerated separation and the Museum has not previously advised the employee that they are excess, the employee will be excess to the Museum's requirements from the date they accept the offer.

5.07 Period of notice

- (1) If an employee agrees to be voluntarily retrenched under clause 5.05, the Director may retrench the employee by giving notice of termination of employment in accordance with section 29 of the *Public Service Act 1999*.
- (2) The period of notice is 4 weeks or, for an employee over 45 with at least 5 years of continuous service, 5 weeks.
- (3) If the employee is retrenched at the beginning of, or within, the notice period, the employee must receive payment instead of notice as set out in the FW Act for the unexpired part of the notice period.

5.08 Severance pay

- (1) Subject to any minimum amount an employee is entitled to under the National Employment Standards, an employee to whom subclause 5.05 (1) applies is entitled to be paid an amount equal to:
 - (a) 2 weeks salary for each completed year of continuous service; and
 - (b) a proportionate payment for completed months of service since the

last completed year of service.

Note: The National Employment Standards provide for extra severance pay for employees with between 1 and 3 years service. Employees with 1 year but less than 2 years service are entitled to 4 weeks severance pay and employees with at least 2 years but less than 3 years service are entitled to 6 weeks severance pay.

- (2) However, the minimum amount payable is an amount equal to 4 weeks salary and the maximum amount payable is an amount equal to 48 weeks salary.
- (3) Severance pay is calculated on a proportionate basis for any period of service when an employee worked part-time hours if the employee has less than 24 years of full-time service.
- (4) For severance pay, **service** means any of the following:
 - (a) service in the Museum;
 - (b) Government service as defined by 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) that is recognised for long service leave purposes;
 - (d) service with the Australian Defence Force;
 - (e) service in the Australian Public Service immediately before deemed resignation under section 49 of the *Public Service Act 1922* (as in force on 17 November 1966) if the service has not previously been recognised for severance pay purposes;
 - (f) service in another organisation that is recognised for long service leave purposes if:
 - (i) the employee was transferred from the Australian Public Service to the organisation with a transfer of a function; or
 - (ii) the employee was engaged by the organisation on work within a function, and was appointed because of the transfer of the function to the Australian Public Service.
- (5) Earlier periods of service count if:
 - (a) there is no break between the periods of service; or
 - (b) there is a break between the periods of service of less than 1 month, and the break happened when an offer of employment with the new employer had been made and accepted by the employee before ceasing employment with the previous employer; or
 - (c) the earlier period of service was with the Australian Public Service and ceased because the employee was deemed to have resigned from the Australian Public Service on marriage under section 49 of the *Public Service Act 1922* (as in force on 17 November 1966).
- (6) A period of service does not count as service for severance pay purposes if it ceased:
 - (a) with the payment of a redundancy benefit or similar payment or an

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- employer financed retirement benefit; or
- (b) for any of the following reasons:
- (i) because the employee lacked, or had lost, an essential qualification for performing his or her duty;
 - (ii) because of non-performance, or unsatisfactory performance, of duties;
 - (iii) because of an inability to perform duties because of physical or mental incapacity;
 - (iv) failure to satisfactorily complete an entry level training course;
 - (v) failure to meet a condition imposed under subsection 22 (6) of the *Public Service Act 1999*;
 - (vi) breach of the APS Code of Conduct;
 - (vii) under the *Public Service Act 1922* for a reason equivalent to a reason mentioned in paragraphs (i) to (vi);
 - (viii) through voluntary retirement at or above the minimum retirement age applicable to the employee;
 - (ix) any other ground prescribed by the *Public Service Regulations 1999*.
- (7) An absence from work that does not count as service for long service leave purposes does not count as service for severance pay purposes.

5.09 Rate of payment – severance pay

- (1) In calculating severance pay, salary includes:
- (a) either:
 - (i) the employee's full-time salary, adjusted on a proportionate basis in accordance with subclause 5.08 (3) for periods of part-time service; or
 - (ii) if the employee acted in a higher position for a continuous period of at least 1 year immediately before the employee was given notice of retrenchment – the full-time salary of the higher position, adjusted on a proportionate basis in accordance with subclause 5.08 (3) for periods of part-time service; and
 - (b) other allowances in the nature of salary that were paid regularly and during annual leave, excluding allowances that were:
 - (i) a reimbursement for expenses incurred; or
 - (ii) a payment for disabilities associated with the performance of duty.

5.10 Retention periods

- (1) If an excess employee has not accepted an offer of voluntary retrenchment, the following retention periods apply:
- (a) if the employee has at least 20 years' service or is 45 years or over – 13 months;
 - (b) for any other employee – 7 months.

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- (2) The retention period applying under subclause (1) is reduced by an amount equivalent to an employee's redundancy entitlement under the National Employment Standards calculated as at the end of the adjusted period.
 - (3) The retention period starts on the day the employee is told in writing in accordance with the discussion period that the employee is potentially excess.
 - (4) The retention period is extended by any period of certified personal leave taken during the retention period.
 - (5) During the retention period, the Director:
 - (a) must continue to take reasonable steps to find alternative employment for the employee; and
 - (b) may transfer the employee to a job at a lower classification with 4 weeks' notice. Note: Nothing in this provision will prevent the reduction in classification of an employee because of other action under the *Public Service Act 1999*.
 - (6) The notice period mentioned in paragraph (5) (b) must, as far as practicable, be concurrent with the retention period.
 - (7) If the employee is transferred within the Museum under paragraph (5) (b) before the end of the retention period, the employee is to be paid income maintenance to maintain the employee's salary at the previous higher level for the balance of the retention period.
 - (8) 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.
 - (9) The employee is entitled to reasonable travel and incidental expenses, not met by the prospective employer, to attend an employment interview.
 - (10) An excess employee who has to move household to a new locality because of an ongoing assignment to duties within a classification group the same as, or lower than, the employee's approved classification before the assignment is entitled to reasonable expenses.
 - (11) The Director may terminate the employee's employment without their consent in accordance with section 29 of the *Public Service Act 1999*, and pay the balance of the employee's entitlement for the retention period, reduced by an amount equivalent to the employee's entitlement to redundancy pay under the National Employment Standards, as a lump sum, if:
 - (a) the employee has been invited to accept, and has declined, voluntary retrenchment; and
 - (b) the Director is satisfied that there is no reasonable prospect of redeployment within the Museum or the APS and where the site closes down.
 - (12) Payment under subclause (11) is taken to include payment in lieu of

notice of termination.

5.11 Involuntary termination

- (1) Subject to the consultation about major organisational change process, the Director may terminate, in accordance with section 29 of the *Public Service Act 1999*, the employment of an excess employee without their consent:
 - (a) at the end of the retention period; or
 - (b) during the retention period where the Director determines there is no reasonable prospect of redeployment within the Museum or the APS and where the site closes down.
- (2) An excess employee must not have his or her employment terminated if the employee:
 - (a) has not been invited to accept an offer of voluntary retrenchment; or
 - (b) has elected to be retrenched but the Director has refused to approve it.
- (3) An excess employee must not have his or her employment terminated involuntarily without being given notice of termination, or payment in lieu of notice, of at least:
 - (a) for an employee over 45 years with at least 5 years of continuous service – 5 weeks; or
 - (b) for any other employee – 4 weeks.
- (4) The notice period mentioned in subclause (3) must, as far as practicable, be concurrent with the retention period.

Part 6 Cooperative workplace relations

Division 6.1 Consultation

6.01 Museum Workplace Consultative Committee

- (1) The Museum will establish a Workplace Consultative Committee (WCC) with Museum management and employee representatives. Further information can be found in the WCC Terms of Reference.

6.02 Employee representation

- (1) The Museum will respect and facilitate an employee's right to representation in the workplace. The role of workplace representatives, including union representatives, will be respected and facilitated in accordance with the FW Act.

Division 6.2 Dealing with conflict in the workplace

Subdivision 6.2.1 Resolution of industrial disputes

6.03 Dispute settlement procedures

- (1) If a dispute relates to:
 - (a) a matter arising under the agreement; or
 - (b) the National Employment Standards;this term sets out procedures to settle the dispute.
- (2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- (4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- (5) The Fair Work Commission may deal with the dispute in 2 stages:
 - (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the FW Act.

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

- (6) While the parties are trying to resolve the dispute using the procedures in this term:
 - (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

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- (7) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

Subdivision 6.2.2 Review of decisions to terminate employment

6.04 Review rights and remedies for termination of employment

- (1) The only review rights and remedies for an employee in relation to termination of employment are those available under:
- (a) the FW Act; and
 - (b) other Commonwealth laws (including the Constitution); and
 - (c) common law.
- (2) Clause 6.03 does not apply to the termination of, or a decision to terminate, an employee's employment.
- (3) Nothing in this Agreement prevents the Director from terminating the employment of an employee for serious misconduct, without further notice, or payment instead, in accordance with paragraph 123 (1) (b) of the FW Act, subject to compliance with the procedures established by the Director for determining whether the employee has breached the Code of Conduct under section 15 of the *Public Service Act 1999*.

Part 7 General

Division 7.1 Delegation of Director's powers or functions

7.01 Delegation

- (1) The Director may delegate any of his or her powers or functions under this Agreement (other than under this clause).
- (2) A person exercising powers or functions under a delegation under this clause must comply with any directions of the Director.

Schedule 1 Classification structure and salary rates

Part 1 Salary rates for non-rostered employees

Classification (and local designation, if applicable)	Pay Points	Salary before commencement date	Salary on commencement	Salary 12 months after commencement	Salary 24 months after commencement
Trainee APS (Administrative)	Trainee APS 1.1		Based on the salary for an APS1 with reference to Schedule 1 Part 3	Based on the salary for an APS3 with reference to Schedule 1 Part 3	Based on the salary for an APS3 with reference to Schedule 1 Part 3
Trainee APS (Technical)	Trainee APS 3.1		Based on the salary for an APS3 with reference to Schedule 1 Part 3	Based on the salary for an APS3 with reference to Schedule 1 Part 3	Based on the salary for an APS3 with reference to Schedule 1 Part 3
Cadet APS (practical training)	Cadet PT 1.1	42,013	43,273	44,139	44,580
Cadet APS (full-time study)	Cadet FTS 1.1	25,208	25,964	26,484	26,748
Graduate APS	GAPS 3.1	54,154	55,779	56,894	57,463
APS Level 1	APS 1.1	42,013	43,273	44,139	44,580
	APS 1.2	43,423	44,726	45,620	46,076
	APS 1.3	44,600	45,938	46,857	47,325
	APS 1.4	46,434	47,827	48,784	49,271

Classification (and local designation, if applicable)	Pay Points	Salary before commencement date	Salary on commencement	Salary 12 months after commencement	Salary 24 months after commencement
APS Level 2	APS 2.1	47,546	48,972	49,952	50,451
	APS 2.2	48,855	50,321	51,327	51,840
	APS 2.3	50,137	51,641	52,674	53,201
	APS 2.4	51,441	52,984	54,044	54,584
	APS 2.5	52,726	54,308	55,394	55,948
APS Level 3	APS 3.1	54,154	55,779	56,894	57,463
	APS 3.2	55,563	57,230	58,374	58,958
	APS 3.3	56,974	58,683	59,857	60,455
	APS 3.4	58,451	60,205	61,409	62,023
APS Level 4	APS 4.1	61,306	63,145	64,408	65,052
	APS 4.2	62,278	64,146	65,429	66,084
	APS 4.3	63,897	65,814	67,130	67,801
	APS 4.4	65,536	67,502	68,852	69,541
APS Level 5	APS 5.1	67,321	69,341	70,727	71,435
	APS 5.2	69,432	71,515	72,945	73,675
	APS 5.3	71,386	73,528	74,998	75,748
APS Level 6	APS 6.1	74,522	76,758	78,293	79,076
	APS 6.2	76,562	78,859	80,436	81,240
	APS 6.3	80,411	82,823	84,480	85,325
	APS 6.4	83,525	86,031	87,751	88,629
Executive Level 1	Executive 1.1	96,716	99,617	101,610	102,626
	Executive 1.2	100,436	103,449	105,518	106,573
	Executive 1.3	103,808	106,922	109,061	110,151

Classification (and local designation, if applicable)	Pay Points	Salary before commencement date	Salary on commencement	Salary 12 months after commencement	Salary 24 months after commencement
Executive Level 2	Executive 2.1	113,087	116,480	118,809	119,997
	Executive 2.2	121,557	125,204	127,708	128,985
	Executive 2.3	125,630	129,399	131,987	133,307

Part 2 *Salary rates for rostered employees*

Classification (and local designation, if applicable)	Pay Points	Salary before commencement date	Salary on commencement	Salary 12 months after commencement	Salary 24 months after commencement
Trainee APS (Administrative)	Trainee APS 1.1		Based on the salary for a rostered APS1 with reference to Part 3	Based on the salary for a rostered APS1 with reference to Part 3	Based on the salary for a rostered APS1 with reference to Part 3
APS Level 1	APS 1.1	45,713	47,084	48,026	48,506
	APS 1.2	47,248	48,665	49,639	50,135
	APS 1.3	48,527	49,983	50,982	51,492
	APS 1.4	50,523	52,039	53,079	53,610
APS Level 2	APS 2.1	51,732	53,284	54,350	54,893
	APS 2.2	53,157	54,752	55,847	56,405
	APS 2.3	54,552	56,189	57,312	57,885
	APS 2.4	55,969	57,648	58,801	59,389
	APS 2.5	57,370	59,091	60,273	60,876

Classification (and local designation, if applicable)	Pay Points	Salary before commencement date	Salary on commencement	Salary 12 months after commencement	Salary 24 months after commencement
APS Level 3	APS 3.1	58,923	60,691	61,905	62,524
	APS 3.2	60,457	62,271	63,516	64,151
	APS 3.3	61,991	63,851	65,128	65,779
	APS 3.4	63,597	65,505	66,815	67,483
APS Level 4	APS 4.1	66,704	68,705	70,079	70,780
	APS 4.2	67,762	69,795	71,191	71,903
	APS 4.3	69,523	71,609	73,041	73,771
	APS 4.4	71,306	73,445	74,914	75,663
APS Level 5	APS 5.1	73,249	75,446	76,955	77,725
	APS 5.2	75,545	77,811	79,368	80,161
	APS 5.3	77,671	80,001	81,601	82,417
APS Level 6	APS 6.1	81,083	83,515	85,186	86,038
	APS 6.2	83,303	85,802	87,518	88,393
	APS 6.3	87,492	90,117	91,919	92,838
	APS 6.4	90,882	93,608	95,481	96,435

**Part 3 Trainee APS (Administrative) and Trainee APS
(Technical) pay rates**

Trainee APS (Administrative)

A Trainee APS (Administrative) employee will be paid a percentage of the minimum salary for an APS Level 1, rounded to the nearest dollar, having regard to age. These rates will apply as follows:

Age	Percentage of minimum APS1.1 salary
Under 18 years	60%
At 18 years	70%
At 19 years	81%
At 20 years	91%

Trainee APS (Technical)

A Trainee APS (Technical) employee will be paid at the minimum salary for an APS Level 3, rounded to the nearest dollar.

Note: Trainee can be full-time, part-time or school based.

Part 4 Supported Wage System

1. This Part defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement.

2. In this Part:

Approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

Assessment instrument means the tool 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.

Disability Support Pension means the Commonwealth Government pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991 (Cth)*, as amended from time to time, or any successor to that scheme.

Relevant minimum wage means the minimum wage prescribed in the enterprise agreement for the class of work for which an employee is engaged.

Supported Wage System (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full enterprise agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the JobAccess website (www.jobaccess.gov.au).

SWS wage assessment agreement means the document in the form required by the Department of Employment that records the employee's productive capacity and agreed wage rate.

3. Eligibility criteria

(a) Employees covered by this Part will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

(b) This part does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

4. Supported wage rates

(a) Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity	% of prescribed agreement rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(b) Provided that the minimum amount payable must be not less than \$82 per week.

(c) Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

5. Assessment of capacity

(a) For the purposes of establishing the percentage of the relevant minimum wage, the productivity capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the Museum and the employee, and if the employee so desires, a representative nominated by the employee.

(b) Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the Museum as a time and wages record in accordance with the *Fair Work Act 2009*.

6. Review of assessment

(a) The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.

7. Other terms and conditions of employment

(a) Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by this Part will be entitled to the same terms and conditions as all other workers covered by this agreement paid on a pro rata basis.

8. Trial Period

(a) In order for an adequate assessment of the employee's capacity to be made, the Museum may employ a person under the provisions of this Part for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

(b) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

(c) The minimum amount payable to the employee during the trial period must be no less than \$82 per week.

(d) Work trials should include induction or training as appropriate to the job being trialled.

(e) Where the Museum and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 5 of this Part.

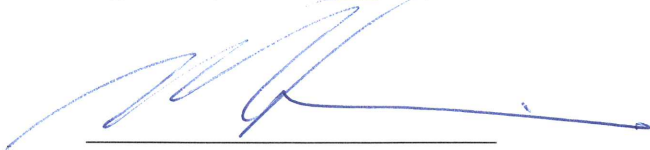
Formal acceptance of the Agreement and Signatories

This Agreement is made under Part 2-4 of the FW Act.

By signing below, the employer and bargaining representatives signify their agreement to its terms.

Employer

Signed for, and on behalf of, the National Museum of Australia



Name: Mathew Trina, Director of the National Museum of Australia

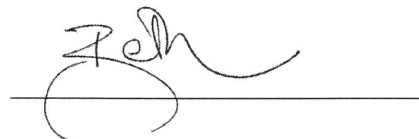
Date: 26/4/17

Address for Dr Mathew Trinca

Lawson Crescent, Acton Peninsula
Canberra ACT 2601

Bargaining Representative: Community and Public Sector Union

Signed for, and on behalf of, the Community and Public Sector Union



Name: Beth Vincent-Pietsch, Deputy Secretary

Date: 24/4/2017

Address for the CPSU

Level 1, 40 Brisbane Avenue

Barton ACT 2600