



# DECISION

*Fair Work Act 2009*

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

**Commonwealth Of Australia Represented By The National Museum Of  
Australia T/A National Museum Of Australia**  
(AG2024/750)

## **NATIONAL MUSEUM OF AUSTRALIA ENTERPRISE AGREEMENT 2024-2027**

Commonwealth employment

DEPUTY PRESIDENT MASSON

MELBOURNE, 2 APRIL 2024

*Application for approval of the National Museum of Australia Enterprise Agreement 2024-2027*

[1] An application has been made for approval of an enterprise agreement known as the *National Museum of Australia Enterprise Agreement 2024-2027* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Commonwealth of Australia (National Museum of Australia). The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the *Fair Work Act*, that commenced operation on 6 June 2023. The notification time for the Agreement under s.173(2) was 24 February 2023 and the Agreement was made on 3 March 2024. Accordingly, both the genuine agreement and the better off overall test requirements are those applying on and from 6 June 2023.

[3] The title clause of the Agreement refers to the 'National Museum of Australia Enterprise Agreement 2024-2027'; however, the agreement title in the NERR provided to employees refers to the 'National Museum of Australia Enterprise Agreement 2023'. I am satisfied that it is appropriate to exercise my discretion under s.188(5) to disregard minor procedural or technical errors on the basis that there was no disadvantage caused to the employees by the error.

[4] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[5] Subject to the undertakings referred to above and the matters outlined in paragraph [3], I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[6] The Community and Public Sector Union (CPSU), 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.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 9 April 2024. The nominal expiry date of the Agreement is 27 February 2027.



DEPUTY PRESIDENT

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**Annexure A.**

THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/750

Applicant: Commonwealth of Australia as represented by the National Museum of Australia

**Section 185 – Application for approval of a single enterprise agreement**

**Undertaking – Section 190**

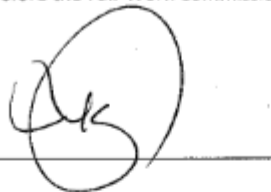
I, Katherine McMahon, Director, have the authority given to me by the Commonwealth of Australia and give the following undertakings with respect to the *National Museum of Australia Enterprise Agreement 2024-2027* ("the Agreement"):

The National Museum of Australia (the Museum) commits to:

1. Undertake that in respect of clause 100 of the Agreement, where a casual employee is required to work in excess of 36 hours and 45 minutes in a week, the Museum will pay the casual employee at the overtime rate in accordance with clause 137 of the Agreement.
2. Undertake that where a Rostered employee (shiftworker) is rostered to work on a Sunday or Public Holiday, the Museum will pay the rostered employee the shift penalty rate in accordance with the rates as specified in the *Australian Public Service Enterprise Award 2015*.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature \_\_\_\_\_



Date 28 MARCH 2024

# **National Museum of Australia Enterprise Agreement 2024–2027**

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**

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# Section 1: Technical matters

## Title

1. This enterprise agreement is made under section 172 of the FW Act and will be known as the *'National Museum of Australia Enterprise Agreement 2024–2027'* (the Agreement).

## Parties to the agreement

2. The agreement covers:
  - 2.1. the Director, for and on behalf of the Commonwealth of Australia as the employer;
  - 2.2. all employees of the National Museum of Australia (Museum) employed under the PS Act other than:
    - 2.2.1. Senior Executive Service employees or equivalent; and
  - 2.3. subject to notice being given in accordance with section 183 of the FW Act the following employee organisation/s which were a bargaining representative for this agreement:
    - 2.3.1. Community Public Sector Union (CPSU).

## Operation of the agreement

3. This agreement will commence operation 7 days after approval by the Fair Work Commission.
4. This agreement will nominally expire on 28 February 2027.

## Delegations

5. The Director may delegate to or authorise any person to perform any or all of the Director's powers or functions under this agreement, including the power of delegation, and may do so subject to conditions.

## National Employment Standards (NES) precedence

6. The terms of this agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this agreement is detrimental to an employee of the Museum in any respect when compared with the NES.

## Closed comprehensive agreement

7. This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.
8. This agreement will be supported by policies and guidelines, as implemented and varied from time to time.

9. Policies and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this agreement, the terms of this agreement will prevail.

## **Individual flexibility arrangements**

10. The Director and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - 10.1. the agreement deals with one or more of the following matters:
    - 10.1.1. arrangements about when work is performed;
    - 10.1.2. overtime rates;
    - 10.1.3. penalty rates;
    - 10.1.4. allowances;
    - 10.1.5. remuneration; and
    - 10.1.6. leave and leave loading; and
  - 10.2. the arrangement meets the genuine needs of the Museum and the employee in relation to one or more of the matters mentioned in clause 10.1; and
  - 10.3. the arrangement is genuinely agreed to by the Museum and the employee.
11. The Museum must ensure that the terms of the individual flexibility arrangement:
  - 11.1. are about permitted matters under section 172 of the FW Act;
  - 11.2. are not unlawful terms under section 194 of the FW Act; and
  - 11.3. result in the employee being better off overall than the employee would be if no arrangement was made.
12. The Museum must ensure that the individual flexibility arrangement:
  - 12.1. is in writing;
  - 12.2. includes the name of the Museum and the employee;
  - 12.3. is signed by the Museum and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - 12.4. includes details of:
    - 12.4.1. the terms of the enterprise agreement that will be varied by the arrangement;
    - 12.4.2. how the arrangement will vary the effect of the terms;
    - 12.4.3. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
    - 12.4.4. states the date on which the arrangement commences.

13. The Director must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
14. The Director or the employee may terminate the individual flexibility arrangement:
  - 14.1. by giving no more than 28 days written notice to the other party to the arrangement; or
  - 14.2. if the Museum and the employee agree in writing – at any time.
15. The Director and the employee are to review the individual flexibility arrangement at least every 12 months.

## Definitions

16. The following definitions apply to this agreement:

**Additional hours** for a part-time rostered employee, means hours that an employee agrees to work in accordance with clauses 184–188.

**APS agency** means an agency whose employees are employed under the PS Act, including an agency as defined in section 7 of the PS Act whose employees are employed under that Act.

**APS Consultative Committee** means the committee established by the APS Commissioner to consider matters pertaining to the (APS) employment relationship and of interest to the APS as a whole.

**Agency Head** means the Director of the Museum or the Director’s delegate.

**Agreement** means the National Museum of Australia Enterprise Agreement 2024–2027.

**APS** means the Australian Public Service.

**Australian Defence Force Cadets** means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

**Bandwidth** means the span of hours during which an employee can perform ordinary hours. For non-rostered employees this means 7am – 7pm Monday to Friday. For rostered employees this means 8am – 8pm Monday to Sunday.

**Broadband** refers to the allocation of more than one approved classification by the Director to a group of duties involving work value applying to more than one classification under sub-rule 9(4) of the *Public Service Classification Rules 2000*. A broadband encompasses the full range of work value of the classifications contained within it.

**Casual employee (irregular or intermittent employee)** means an employee engaged under section 22(2)(c) of the PS Act who:

- a. is a casual employee as defined by the FW Act; and
- b. works on an irregular or intermittent basis.

**Classification** or classification level means the approved classifications as set out in rule 5 of the *Public Service Classification Rules 2000*.

**Child** means a biological child, adopted child, foster child, stepchild or ward.

**De facto partner** means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee. This includes a former de facto partner.

**Delegate** means someone to whom a power or function has been delegated.

**Dependant** means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.

**Director** means the Director of the National Museum of Australia.

**Employee** means an employee of the Commonwealth engaged under section 22(2) of the PS Act who is covered by this agreement (whether full-time, part-time or casual, ongoing or non-ongoing).

**Employee representative** means a person (whether an employee or not) elected or chosen by an employee, or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this agreement.

**Family** means:

- a. a spouse, former spouse, de facto partner or former de facto partner of the employee;
- b. a child, parent, grandparent, grandchild, or sibling of the employee;
- c. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;
- d. a member of the employee's household; or
- e. a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.

**Family and domestic violence** has the same meaning as in section 106B(2) of the FW Act.

**Full-time employee** means a non-rostered employee employed to work an average of 37 hours and 05 minutes per week, or a rostered employee employed to work an average of 38 hours and 45 minutes per week in accordance with this agreement.

**FW Act** means the *Fair Work Act 2009* as amended from time to time.

**Manager** means an employee's direct manager who is usually the person to whom an employee reports to on a day-to-day basis for work-related matters, and may include a person referred to as a supervisor.

**Management initiated part-time position** means a position that is advertised as part-time or a position that has been redesigned in accordance with Section 10 of this agreement.

**ML Act** means the *Maternity Leave (Commonwealth Employees) Act 1973* as amended from time to time and any successor legislation.

**Museum** means the National Museum of Australia.

**Non-ongoing employee** means an employee engaged under section 22(2)(b) of the PS Act for a specified term or for the duration of a specified task, and consistent with the FW Act.

**NES** means the National Employment Standards at Part 2-2 of the FW Act.

**Ongoing employee** means an employee engaged under section 22(2)(a) of the PS Act.

**Ordinary hours, duty or work** means an employee's usual hours worked in accordance with this agreement and does not include additional hours.

**Parliamentary service** means employment under the *Parliamentary Service Act 1999*.

**Partner** means a spouse (including a former spouse) or de facto partner (including a former de facto partner).

**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 hours and 30 minutes over 2 weeks.

**Primary caregiver** for the purposes of the parental leave clause means a pregnant employee with an entitlement under the ML Act, or an employee other than a casual employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.

**PS Act** means the *Public Service Act 1999* as amended from time to time.

**Relevant employee** means an affected employee.

**Rostered day** means a day on which a rostered employee is scheduled to work as specified in a roster made in accordance with clauses 174–179.

**Rostered employee** means an employee regularly rostered under clause 158 to perform ordinary duty on Saturdays, Sundays and public holidays for an ongoing or fixed period.

**Rostered hours** means the hours a rostered employee is rostered to work as specified in a roster made in accordance with clauses 174–179.

**Roster period** means a period notified under clauses 174–179, being a seven-day week or a multiple of seven-day weeks.

**Salary** has the meaning given by clauses 19–23.

**Secondary caregiver** for the purposes of the parental leave clause means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.

**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.

## **Usual location of work**

17. The employee's usual location of work is identified in their letter of offer or other engagement documentation. If no designated location is specified on engagement, the Museum may specify a usual location of work by advising the employee in writing.
18. The Director and employee may agree to vary the usual location of work, on a temporary or permanent basis, in which the employee performs their work through an approved formal flexible work arrangement.

## Section 2: Remuneration

### Salary

19. Salary rates will be as set out in Attachment A – Base Salaries to this agreement.
20. The salary rates payable to employees (other than employees covered by clause 21) for all classification levels are set out in Attachment A: Base salaries, Part 1: Salary rates for non-rostered employees of this agreement.
21. The salary rates payable to rostered employees for relevant classification levels are set out in Attachment A: Base salaries, Part 2: Salary rates for rostered employees of this agreement.
22. The base salary rates in Attachment A include the following increases:
  - 22.1. 4.0% from the first full pay period on or after 1 March 2024 (the 14 March 2024);
  - 22.2. 3.8% from the first full pay period on or after 1 March 2025 (the 13 March 2025); and
  - 22.3. 3.4% from the first full pay period on or after 1 March 2026 (the 12 March 2026).
23. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the base salary rates in Attachment A: Base salaries were calculated based on base salary rates as at 31 August 2023.

### Payment of salary

24. Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the employee's choice, based on their annual salary using the following formula:

$$\text{Fortnightly salary} = \frac{\text{Annual salary} \times 12}{313}$$

*Note: This formula is designed to achieve a consistent fortnightly pay rate without significant variability year-to-year. It reflects that the calendar year is not neatly divisible into 26 fortnightly periods. There are 313 fortnightly pay cycles within a 12-year period.*

### Salary setting

25. Where an employee is engaged, moves to or is promoted in the agency, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Director determines a higher salary within the relevant salary range under these salary setting clauses.
26. The Director may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
27. In determining a salary under these salary setting clauses, the Director will have regard to relevant factors including the employee's experience, qualifications and skills.



28. Where an employee commences ongoing employment in the Museum immediately following a period of non-ongoing employment in the Museum, the Director will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the Museum.
29. Where an employee commences ongoing employment in the Museum immediately following a period of casual employment in the Museum, the Director will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the Museum.
30. Where an APS employee moves to the Museum at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the Director will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
31. If an employee asks in writing to perform work at a lower classification level, the Director may decide that the employee be paid at a pay point applying to the lower level for the period requested by the employee, taking into account relevant circumstances.
32. Where the Director determines that an employee's salary has been incorrectly set, the Director may determine the correct salary and the date of effect.

### **Incremental advancement**

33. An employee, other than an employee on an approved mandatory training or development program, is eligible for salary advancement if:
  - 33.1. the employee's performance has been rated as effective under the Museum's Performance Management Framework; and
  - 33.2. the employee has at least 6 months aggregate eligible service under a performance agreement at or above the employee's current classification in the annual appraisal cycle period. If an employee has less than 6 months of aggregate eligible service, the Director may exercise their discretion to determine a higher salary under the salary setting clause in the agency's agreement.
34. Eligible service for salary progression will include:
  - 34.1. periods of paid leave and unpaid parental leave;
  - 34.2. periods of unpaid leave that count as service; and
  - 34.3. service while employed on a non-ongoing basis.
35. During a period of unpaid, parental leave employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.
36. If the employee meets the eligibility criteria, the employee is to be advanced one pay point at their classification level.
37. Salary advancement for an eligible employee will take effect from the first full pay period after 30 June each year.

## **Flexible remuneration packaging**

38. An employee may elect to sacrifice salary for non-monetary benefits.
39. The employee must pay fringe benefits tax and administrative costs incurred as a result of the election.

## **Superannuation**

40. The Museum will make compulsory employer contributions as required by the applicable legislation and fund requirements. Employer superannuation contributions will be paid on behalf of the employees during periods of paid leave that count as service.
41. The Museum will provide an employer contribution of 15.4% of the employee's Fortnightly Contribution Salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation superannuation funds.
42. Employer contributions will be made for all employees covered by this agreement.
43. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.
44. Employer contributions will be paid on periods of unpaid parental leave in accordance with the requirements of the PSSap fund where the employee is a member of the PSSap, and up to a maximum of 52 weeks where the employee is a member of an accumulation fund other than PSSap.
45. The Museum will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the Museum's payroll system.

## **Overpayments**

46. An overpayment occurs if the Director (or the Museum) provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
47. Where the Director considers that an overpayment has occurred, the Director will provide the employee with notice in writing. The notice will provide details of the overpayment.
48. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Director in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
49. If after considering the employee's response (if any), the Director confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.
50. The Director and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's

circumstances and any potential hardship to the employee. The arrangement will be documented in writing.

51. The Director and the employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
52. Interest will not be charged on overpayments.
53. Nothing in clauses 46–52 prevents:
  - 53.1. the Museum from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
  - 53.2. the Museum from pursuing recovery of the debt through other available legal avenues; or
  - 53.3. the employee or the Museum from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

### **Supported wage system**

54. An employee can get a percentage of the relevant pay rate for their classification in line with their assessed capacity to do the work if they:
  - 54.1. have a disability;
  - 54.2. meet the criteria for a Disability Support Pension; and
  - 54.3. are unable to perform duties to the capacity required.
55. Specific conditions relating to the supported wage system are detailed in Attachment B: Supported Wage System.

## Section 3: Allowances and reimbursements

### Higher duties allowance

56. Where a role needs to be filled for a continuous period of more than 5 days, higher duties allowance will be paid to any employee temporarily occupying the role at a classification level higher (including an SES position) than their substantive classification level (including any public holiday or period of paid leave occurring during the continuous period).
57. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or higher amount determined by the Director.
58. 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 classified position has been assessed under the Museum's Performance Management Framework for:
  - 58.1. a continuous period of 6 months of eligible service where a performance agreement at the higher classification was in place for that assignment; or
  - 58.2. an aggregate of at least 6 months eligible service in broken periods during the 12 month performance cycle period, for which a performance agreement at the higher classification was in place.
59. If the employee is rated as effective, the employee must be advanced one pay point at the higher classification level.
60. Where an employee is found to be eligible for salary progression under the Performance Management Framework at their acting classification level, they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
61. Where an employee is assigned only part of the higher duties (i.e. partial performance), the Director will determine the amount of allowance payable but not exceeding the rate payable under clause 60.
62. Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job-sharing arrangement where the duration of the arrangement is more than 5 days.
63. The Director may shorten the qualifying period for higher duties allowance on a case-by-case basis.
64. An employee performing duties of an SES position is to be paid additional remuneration decided by the Director and may be entitled to other benefits and subject to conditions as decided by the Director.

## Allowances

### 65. Motor vehicle allowance

- 65.1. if the Director considers that it will result in greater efficiency to 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.
- 65.2. 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 (ATO). 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.

### 66. Camping

- 66.1. 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 as compensation for the inconvenience and disturbance involved in establishing and moving camps as per the table below. This allowance is payable instead of the allowances payable for accommodation. This allowance does not count for superannuation purposes.

#### Camping allowance rates

Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$78 per day	\$81 per day	\$84 per day

- 66.2. 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.

### 67. Cadet APS: Reimbursement and fares assistance

- 67.1. an employee who is classified as a Cadet APS employee is entitled to:

- 67.1.1. reimbursement of compulsory fees (excluding FEE-HELP loans) associated with the cadetship;
- 67.1.2. reimbursement of up to \$500 per year to provide for books and equipment; and
- 67.1.3. fares assistance for travel between a cadet's permanent residential address and the approved tertiary education institution, or travel between a cadet's permanent residential address and usual location of work for periods of work placement, provided that:
- 67.1.3.1. the cadet is required to physically relocate for the study semester in order to take up the course at the approved tertiary institution; and

67.1.3.2. 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.

68. Loss or damage to personal effects

68.1. 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.

69. Child and dependant care

69.1. if the Museum directs an employee to work or travel away from their usual location of work 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.

70. Overtime meal allowance

70.1. this clause applies to an employee who works overtime:

70.1.1. prior to 7am for non-rostered, or 8am 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;

70.1.2. past 7pm for non-rostered, or 8pm 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;

70.1.3. commences approved overtime or additional hours on a day that is not a rostered or ordinary working day, no later than 6pm and continues until after 8pm;

70.1.4. for the period from midnight to 1am;

70.1.5. or for the period from midday to 2pm on a Saturday, Sunday or public holiday.

70.2. the employee is entitled to a meal allowance set under the ATO reasonable allowance rates.

70.3. 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.

## Workplace responsibility allowances

71. A workplace responsibility allowance will be paid where the Director has appointed or elected an employee and they are performing one of the following roles for a continuous period of one month or more:

71.1. First Aid Officer;

71.2. Health and Safety Representative;

71.3. Emergency Warden;

71.4. Workplace Support Officer;

71.5. Mental Health First Aid Officer.

72. An employee is not to receive more than one workplace responsibility allowance unless approved by the Director due to operational requirements.

73. The rate will be:

Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$30.51 per fortnight	\$31.67 per fortnight	\$32.75 per fortnight

74. As a salary-related allowance, this value will continue to increase in line with headline wage increases. These increases are incorporated into the rates in the table above.

75. The full allowance is payable regardless of flexible work and part-time arrangements.

76. 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 as salary for superannuation purposes.

## Community language allowance

77. A community language allowance will be paid where the Director determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the employee meets the required level of competency set by the Director. Further information is included in policy.

78. The allowance is paid in accordance with the employee's level of competency:

**Table 1: Community language allowance rates**

<b>Rate</b>	<b>Standard</b>	<b>Rate from commencement of the agreement</b>	<b>Rate from 13 March 2025</b>	<b>Rate from 12 March 2026</b>
1	An employee who has adequate language skills, as determined by an individual or body approved by the Director, for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a translator or interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the Director.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

79. The allowance is calculated annually and paid fortnightly.
80. The full allowance is payable regardless of flexible work and part-time arrangements.
81. The allowance is payable during periods of paid leave.
82. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.



## Section 4: Classifications and broadbands

### Work level standards

83. The APS Work Level Standards continue to operate and describe the work at each of the classification levels in this agreement, consistent with the *Public Service Classification Rules 2000*, made in accordance with section 23 of the PS Act.

### Broadbands - Entry level programs

84. The following Broadbands are provided for under this agreement:

<b>Title</b>	<b>Broadband</b>
NMA Trainee	APS 1-4
NMA Cadet	APS 1-4
NMA Graduate	APS 3-4

85. Employees engaged to undertake an approved NMA Trainee, NMA Cadet or NMA Graduate development program will be assigned to the Museum's entry level broadband classifications specified in clause 84.
86. Advancement between classifications within a broadband will occur subject to the following criteria:
- 86.1. an employee's performance is satisfactory; and
  - 86.2. the employee has successfully completed the associated development program; and
  - 86.3. there is sufficient work available at the higher classification; and
  - 86.4. the employee has the necessary skills and proficiencies to perform the role.
87. Subject to Clause 86, the Director will advance the NMA Trainee, NMA Cadet, NMA Graduate through the broadband to the relevant higher classification that applies to their program at a salary point at or above the minimum of the relevant classification.
88. Substantive advancement beyond a broadband will only occur through a substantive promotion.

## Section 5: Working hours and arrangements

### Employment types

89. The following employment types apply to this agreement:

**Ongoing employee** means an employee engaged under section 22(2)(a) of the PS Act.

**Non-ongoing employee** means an employee engaged under section 22(2)(b) of the PS Act for a specified term or for the duration of a specified task, and consistent with the FW Act.

**Casual employee** (irregular or intermittent employee) means an employee engaged under section 22(2)(c) of the PS Act who:

- a. is a casual employee as defined by the FW Act; and
- b. works on an irregular or intermittent basis.

**Full-time employee** means a non-rostered employee employed to work an average of 37 hours and 05 minutes per week or a rostered employee employed to work an average of 38 hours and 45 minutes per week in accordance with this agreement.

**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 hours and 30 minutes over 2 weeks.

**Rostered employee** means an employee regularly rostered to perform ordinary duty on Saturdays, Sundays and public holidays for an ongoing or fixed period.

### Job security

#### *Commitment to ongoing employment and building APS capacity*

90. The APS is a career-based public service. In its engagement decisions, the Museum recognises that the usual basis for engagement is as an ongoing APS employee.

#### *Reporting*

91. Where a consultative committee is in place, the Museum will report to the committee on an annual basis, or more frequently if agreed, on the number, duration, classification and location of ongoing, non-ongoing and casual employees engaged by the Museum.

#### *Pathways to permanency*

92. The Museum and the APS will comply with the casual conversion provision(s) of the FW Act. In addition, the Museum recognises that a proactive approach, including regularly reviewing casual and non-ongoing arrangements, is both a fair and efficient approach to supporting ongoing employment as the usual form of employment.

## Casual (irregular or intermittent) employment

93. A casual (irregular or intermittent) employee is defined in clause 16.
94. A decision to expand the use of casual employees is subject to the provisions in Section 10: Consultation, representation and dispute resolution of this agreement.
95. The Museum will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
96. Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25% loading on the base hourly rate of their classification as set out in this agreement.
97. Where a casual employee is on a roster, the casual employee is not eligible for shift penalties under clause 180 but will receive the following additional casual loadings for all ordinary hours worked:

<b>Rostered to work</b>	<b>Additional casual loading (% of employee's base hourly rate of salary)</b>
Saturday	50%
Sunday	100%
Public holiday	150%

98. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.
99. 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 rates provided in this agreement.
100. A casual employee who works outside the ordinary span of hours (7am-7pm) or works within the ordinary span of hours, but in excess of 10 hours in any one day, will be paid overtime rates in accordance with clause 137. Casual loading is not paid for overtime.
101. A casual employee shall be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
102. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full allowance.

## Non-ongoing employment

103. A non-ongoing employee is defined in clause 16.
104. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees, except:
- 104.1. personal/carer's leave accrual under clause 265;

- 104.2. redundancy provisions under clause 472–487, subject to clause 105.
105. If the non-ongoing employee’s contract is not permitted by section 333E of the FW Act, then the redundancy provisions under clause 472–487 will apply.
106. If the redundancy provisions apply to an employee under clause 105, the agency must adhere to the consultation requirements in Section 10: Consultation, representation and dispute resolution, and clause 472–487 of this agreement.

## **Working hours**

107. For a full-time non-rostered employee, ordinary hours of work are 74 hours and 10 minutes over a 2-week period, or 148 hours and 20 minutes over 4 weeks (the settlement period).
108. For a part-time employee, ordinary hours of work over the settlement period are:
- 108.1. the number of hours stated in the employee’s part-time work agreement; or
- 108.2. for a management initiated part-time position, the hours decided by the Director for the employee’s position.
109. The times when an employee may work ordinary hours of work (the ordinary span of work hours) are 7am to 7pm 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 FW Act.
110. An employee may be required to perform reasonable additional hours of work. Payment of overtime rates for additional hours may apply in accordance with clauses 137–140.
111. For each day an employee works, the employee must record, as soon as practicable and in a manner approved by the Director, the time when the employee starts and finishes work and the time of any breaks.

### *Working patterns*

112. The pattern by which an employee works the ordinary hours of work is as agreed between the employee and their manager or, in the absence of agreement:
- 112.1. for a full-time employee: standard hours are 37 hours 5 minutes each week, 8.30am to 12.30pm and 1.30pm to 4.55pm Monday to Friday; and
- 112.2. 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.
113. However:
- 113.1. an employee may from time to time be expected to work hours different to their agreed hours, as part of their duties and for operational reasons; and
- 113.2. an employee must not be required to work more than 10 hours ordinary time on any one day; and
- 113.3. an employee must not work more than 5 hours without a break of 30 minutes.

114. An employee's standard hours are used to calculate:
- 114.1. leave accrual and deductions; and
  - 114.2. deductions for unauthorised absences.

### **Flexitime for APS 1–6 classifications**

115. Flexitime is a system of flexible working hours 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.
116. An employee at APS Levels 1–6 classifications will work the employee's ordinary hours. Flexitime for APS1–6 classifications does not apply to employees engaged as rostered employees (shiftwork) in accordance with this agreement.
117. An employee may carry over a maximum flexitime credit of 25 hours into the next settlement period. In exceptional circumstances, the Director can approve a carry-over of more than 25 hours.
118. An employee may carry over a maximum flexitime debit of 10 hours into the next settlement period. Any debit in excess of 10 hours will be deducted from the employee's pay.
119. 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.
120. An employee will not have access to flexitime 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.
121. Further details are in the Museum's Flexitime Procedures.

### **Executive level time off in lieu (EL TOIL)**

122. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
123. EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the Museum.
124. A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.
125. The working arrangements for an EL employee should be agreed through discussion between the manager and the EL employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.
126. An EL employee's working arrangements and the actual hours worked should be discussed on at least a quarterly basis between the EL employee and their manager.

- 127. The pattern of hours is to be flexible enough to accommodate short-term peaks and troughs in workload, and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
- 128. Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

## Overtime and restriction

- 129. Overtime is work performed:
  - 129.1. outside the ordinary span of work hours on a day between Monday to Friday (inclusive); or
  - 129.2. during the span of ordinary hours but beyond the length of time the employee is ordinarily required to work on the day concerned; or
  - 129.3. on a Saturday, Sunday or public holiday.
- 130. In addition to clause 129, for part-time employees, work outside their agreed hours of duty will receive the relevant overtime rate.
- 131. Subject to section 62 of the FW Act, an employee may be directed to perform overtime.
- 132. For overtime there must be:
  - 132.1. a direction given to the employee to perform the work before the work is performed; or
  - 132.2. if circumstances do not permit a direction to be given before the work is performed, subsequent written approval.
- 133. An employee is entitled to overtime rates unless the employee is at a classification level above an APS Level 6.
- 134. However, the Director may authorise payment of overtime rates to an employee at a classification level above an APS level 6.
- 135. 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.
- 136. Except as provided by clauses 145–153 or clauses 154–157, overtime does not apply to duty under a restriction direction or to emergency duty.

*Note: For duty under a restriction direction see clauses 145–153, and emergency duty see clauses 154–157.*

### Overtime rates

- 137. Overtime rates are calculated as follows:

Approved time worked	Overtime rate (% of employee's hourly rate of salary)
Monday to Friday	150%
Saturday or Sunday	200%
Public holiday	250%

138. The employee is to be paid for at least 1 hour at the relevant overtime rate for overtime that does not:
- 138.1. begin immediately after the employee's normal working pattern; or
  - 138.2. end immediately before their normal working pattern.
139. If more than one 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.
140. Instead of payment, an employee and their supervisor may agree in writing to access time off in lieu (TOIL) at the relevant overtime rate. 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.

*Rest relief after overtime*

141. The employee is entitled to rest relief 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 2 hours or less in duration.
142. The employee:
- 142.1. may be absent from work after performing the overtime, for 8 consecutive hours (plus reasonable travelling time); and
  - 142.2. is entitled to payment for any period of ordinary working time occurring in the employee's absence.
143. If the employee is not able to be absent from work because they are 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).
144. Payment at double time does not apply to an employee at a classification level above an APS Level 6.

*Restriction Direction*

145. An employee may be directed to be contactable and available to perform duties outside the employee's ordinary hours of work (a restriction direction).
146. 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.

*Restriction Allowance*

147. An employee is entitled to a restriction allowance if the employee:
- 147.1. is subject to a restriction direction; and
  - 147.2. is not at a classification level above an APS Level 6.

148. The Director may grant a restriction allowance to an employee at a classification level above an APS level 6.

149. The restriction allowance is to be paid for each hour or part of an hour restricted in accordance with the following table:

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

150. If the Director has granted a restriction allowance to an employee at a classification level above an APS Level 6, the salary for calculating the hourly rate is taken to be the highest salary point payable to an employee at the APS Level 6 classification level.

151. Despite clauses 149 and 150, the Director may approve another rate of restriction allowance for an employee, having regard to the circumstances of the restriction direction.

152. A restriction allowance is not payable for any period the employee is on leave or for which the employee receives another payment.

153. 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 one hour payment regardless of whether the employee is or is not recalled to a place of work to perform the duty.

#### *Emergency Duty*

154. Emergency duty applies if:

154.1. an employee is directed to attend for duty to meet an emergency; and

154.2. the employee would not ordinarily have been on duty at that time; and

154.3. the employee was not given notice of the direction before ceasing ordinary duty; and

154.4. the employee is not at a classification above an APS Level 6.

155. The Director may decide that clause 154 applies to an employee at a classification above the APS Level 6.

156. For the time on emergency duty, the employee is to be paid:

156.1. at the rate of double time; and

156.2. for at least 2 hours.

157. Emergency duty does not apply if the employee is subject to a restriction direction.



## **Rostered employees (shiftwork)**

158. The Museum may engage, promote or assign duties to APS Level 1–6 employees that are subject to a roster (rostered employees) under the provisions of this section.
159. The following clauses do not apply to rostered employees for the purposes of this agreement:
  - 159.1. Working hours, clauses 107–114
  - 159.2. Flextime for APS 1–6 classifications, clauses 115–121
  - 159.3. Overtime, clauses 129–140
  - 159.4. Christmas closedown for non-rostered employees, clauses 233–236

### *Salary for rostered employees*

160. Annual salaries for rostered employees are set out in Attachment A: Base salaries, Part 2: Salary rates for rostered employees. These rates compensate for the hours of work specified in clauses 163–166 and the other requirements in this section Rostered employees (shiftwork).
161. Rostered employees who are rostered for a full day may have annual leave approved to cover a part-day absence.
162. 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.

### *Hours of work for rostered employees*

163. Rostered employees may be rostered to work ordinary hours between 8am and 8pm, Monday to Sunday.
164. Rostered 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.
165. The Museum will not roster employees to work more than 5 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 5 consecutive days, when necessary for operational requirements.
166. The Museum requires full-time rostered employees to work an average of 38.75 rostered hours per 7-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 clauses 189–193.

### *Part-time rostered employment*

167. Part-time rostered employees are those whose rostered hours average less than 38.75 hours per 7-day week, averaged over a roster period.
168. To the extent of any inconsistency, the provisions in this section displace the part-time employment provisions in clauses 225–232 of this agreement.

- 169. A part-time rostered employee's salary, leave entitlements, and duty-related allowances will be calculated and paid/accrued on a pro-rata basis in accordance with the employee's regular rostered hours.
- 170. Unless otherwise agreed with the employee, the minimum number of hours a part-time employee will work on a roster is 4 hours per week, or an average of 4 hours per 7-day week over a roster period.

*Breaks*

- 171. Rostered employees must take an unpaid break of at least 30 minutes as rostered or otherwise directed after no more than 5 hours continuous work.
- 172. In addition to the unpaid break in clause 171 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 3 hours.
- 173. A rostered employee is entitled to rest relief after overtime in accordance with clauses 141–144.

*Rosters*

- 174. The Museum will develop rosters as required from time to time, see Section 10: Consultation, representation and dispute resolution.
- 175. Rosters will cover a 7-day week and will specify a roster period in weeks.
- 176. The Museum will give rostered employees details and at least one full pay fortnight notice of a new roster.
- 177. The Museum may vary a rostered employee's rostered days and starting and finishing times with seven days' notice in writing, or earlier by agreement with the individual employee.
- 178. The minimum shift will be 3 hours.
- 179. 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.

*Shift loadings for rostered employees*

- 180. A rostered employee will receive the following shift loadings, in addition to their annual salary:

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

- 181. 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 4-week roster period).

- 182. 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.
- 183. Shift loadings will not be paid for overtime hours worked in accordance with clauses 189–193.

*Additional hours for part-time employees*

- 184. Part-time rostered employees, with the approval of their manager, may work additional hours at the ordinary rate within the 8am – 8pm bandwidth, up to a maximum of 132 hours in a 4-week roster period (or equivalent), inclusive of rostered and additional hours.
- 185. Additional hours will be voluntary and the Museum will not pressure an employee to agree to work additional hours.
- 186. Rostered employees do not accrue leave entitlements in respect of additional hours.
- 187. The Museum will pay rostered employees for a minimum of 2 hours if there is a break of more than 30 minutes between their rostered hours for the day and the additional hours.
- 188. Additional hours worked on weekends or public holidays will attract the relevant shift loading in accordance with clauses 180–183.

*Overtime for rostered employees*

- 189. Overtime is payable to rostered employees if they are required to work outside their rostered hours, agreed additional hours and/or outside the 8am – 8pm bandwidth. For overtime there must be:
  - 189.1. a direction given to the employee to perform the work before the work is performed; or
  - 189.2. if circumstances do not permit a direction to be given before the work is performed, subsequent written approval.
- 190. A rostered employee eligible to receive overtime payments will be paid at the following rates:

<b>Approved time worked</b>	<b>Overtime rate (% of employee’s hourly rate of salary)</b>
Monday to Friday	150%
Saturday and Sunday	200%
Public holiday	250%

- 191. A rostered 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.
- 192. The Museum will pay rostered employees:
  - 192.1. for the actual period worked if the overtime is continuous with rostered hours, or if the overtime is greater than 2 hours; or
  - 192.2. for a minimum of 2 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

- 192.3. for a minimum of 2 hours for a combined period of additional hours and overtime that is not continuous with rostered hours.
193. 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.

*Additional payment for rostered employees*

194. 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 5 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.
195. 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.
196. 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.

## **Flexible working arrangements**

197. The Museum, employees and their union recognise:
- 197.1. the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
  - 197.2. access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
  - 197.3. access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
  - 197.4. that flexibility applies to all roles in the Museum, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
  - 197.5. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
198. The Museum is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the Museum at all levels. This may include developing and implementing strategies through the Museum's consultative committee.
199. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

*Requesting formal flexible working arrangements*

200. The following provisions do not diminish an employee's entitlement under the NES.
201. An employee may make a request for a formal flexible working arrangement.
202. The request must:
- 202.1. be in writing;
  - 202.2. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
  - 202.3. set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
203. The Director must provide a written response to a request within 21 days of receiving the request.
204. The response must:
- 204.1. state that the Director approves the request and provide the relevant detail in clause 205; or
  - 204.2. if following discussion between the Museum and the employee, the agency and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
  - 204.3. state that the Director refuses the request and include the following matters:
    - 204.3.1. details of the reasons for the refusal; and
    - 204.3.2. set out the agency's particular business grounds for refusing the request, explain how those grounds apply to the request; and
    - 204.3.3. either:
      - 204.3.3.1. set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make; or
      - 204.3.3.2. state that there are no such changes; and
      - 204.3.4. state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.
205. Where the Director approves the request this will form an arrangement between the agency and the employee. Each arrangement must be in writing and set out:
- 205.1. any security and work health and safety requirements;
  - 205.2. a review date (subject to clause 209; and

- 205.3. the cost of establishment (if any).
- 206. The Director may refuse to approve the request only if:
  - 206.1. the Museum has discussed the request with the employee; and
  - 206.2. the Museum has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
  - 206.3. the Museum and the employee have not reached such an agreement; and
  - 206.4. the Museum has had regard to the consequences of the refusal for the employee; and
  - 206.5. the refusal is on reasonable business grounds.
- 207. Reasonable business grounds include, but are not limited to:
  - 207.1. the new working arrangements requested would be too costly for the Museum;
  - 207.2. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
  - 207.3. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
  - 207.4. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
  - 207.5. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
  - 207.6. it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
- 208. For First Nations employees, the Museum must consider connection to Country and cultural obligations in responding to requests for altering the location of work.
- 209. Approved flexible working arrangements will be reviewed by the Museum and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

*Varying, pausing or terminating flexible working arrangements*

- 210. An employee may request to vary an approved flexible working arrangement in accordance with clause 202. An employee may request to pause or terminate an approved flexible working arrangement.
- 211. The Director may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 213.
- 212. The agency must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.

213. Prior to the Director varying, pausing or terminating the arrangement under clause 211, the Museum must have:
- 213.1. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
  - 213.2. genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
  - 213.3. had regard to the consequences of the variation, pause or termination for the employee;
  - 213.4. ensured the variation, pause or termination is on reasonable business grounds; and
  - 213.5. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 204.3.

#### *Working from home*

214. The Museum will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
215. The Museum may provide equipment necessary, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
216. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
217. The agency will provide employees with guidance on working from home safely.
218. Employees will not be required by the Museum to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the Museum will consider the circumstances of the employees and options to achieve work outcomes safely.

#### *Ad hoc arrangements*

219. Employees may request ad hoc flexible working arrangements. Ad hoc arrangements are generally one-off or short term arrangements for circumstances that are not ongoing.
220. Employees should, where practicable, make the request in writing and provide as much notice as possible.
221. Requests for ad hoc arrangements are not subject to the request and approval processes detailed in clauses 200–209.
222. The Museum should consider ad hoc requests on a case-by-case basis, with a bias to approving ad hoc requests, having regard to the employee's circumstances and reasonable business grounds.
223. Where a regular pattern of requests for ad hoc arrangements from an employee emerges, the Museum should consider whether it is appropriate to seek to formalise the arrangement with the employee.

### *Altering span of hours*

224. An employee may request to work an alternative regular span of hours (bandwidth hours). If approved by the Director, hours worked on this basis will be treated as regular working hours and will not attract overtime payments. The Museum will not request or require that any employee alter their regular span of hours (bandwidth hours) under these provisions.

### **Part-time work**

225. Remuneration and other terms and conditions (with exception of the workplace responsibility allowance and Community Language Allowance) 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.
226. Expense-related allowances for a part-time employee are the same as for a full-time employee of the same classification.
227. 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. The pattern of hours specified will provide for no less than three hours per day (or an alternative period agreed by the Director and the employee) and will be continuous on any one day.
228. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
229. However, if a full-time employee occupies a full-time position:
- 229.1. 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
  - 229.2. 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.
230. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
231. 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, in accordance with clause 197 – 224 on flexible working arrangements.
232. The pattern of hours must not be varied without the consent of the employee, subject to clause 197 – 224 on flexible working arrangements.

### **Christmas closedown for non-rostered staff**

233. The Museum's administrative offices and non-public facilities will cease normal operations from close of business on the last working day before Christmas and resume on the first working day after New Year's Day.



234. 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 (e.g. if on long service leave at half pay, payment is on half pay).
235. There will be no deduction from annual, purchased leave or personal leave credits for the closedown days.
236. 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.

## Public holidays

237. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- 237.1. 1 January (New Year's Day);
  - 237.2. 26 January (Australia Day);
  - 237.3. Good Friday and the following Monday;
  - 237.4. 25 April (Anzac Day);
  - 237.5. the King's Birthday holiday (on the day on which it is celebrated in a state or territory or a region of a state or territory);
  - 237.6. 25 December (Christmas Day);
  - 237.7. 26 December (Boxing Day); and
  - 237.8. any other 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 2009* from counting as a public holiday.
238. If a public holiday falls on a Saturday or Sunday, and 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.
239. The Museum will treat 27 December as a public holiday if Christmas Day falls on a Monday, 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.
240. 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.
241. The Director and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed.

This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.

242. Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
243. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is at half pay.)
244. 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 if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 237.1–237.8.
245. An employee who is absent on a day or part day that is a public holiday in their normal work location, 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.
246. Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the Director may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

## Section 6: Leave

### General

247. An employee who is unable to attend for duty on a particular day and who does not have prior approval for the absence must 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, no later than 10am on the day of scheduled duty.
248. 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.

### Annual leave

249. Employees will progressively accrue 4 weeks (20 days) annual leave credit for every year of completed service. Annual leave will be credited daily and will be available for use as it accrues.
250. 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.
251. 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.
252. An employee may, on application approved by the Director, take annual leave at full or half pay. However, unless approved by the Director, it may not be taken at half pay where the employee has an excessive leave balance.

#### *Direction to take annual leave*

253. 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 4 weeks.

#### *Cashing out annual leave*

254. 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.
255. To be eligible to cash-out annual leave, the employee must have taken at least 2 weeks' annual leave in the previous 12 month period.
256. Annual leave credit cannot be cashed out it would result in the employee's remaining accrued annual leave entitlement being less than 4 weeks.
257. 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.

258. 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.

*Recalled to duty*

259. Where annual leave is cancelled or the employee is recalled to duty, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.

*Payment in lieu of unused leave*

260. 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.

## **Purchased leave**

261. 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 12 months. An employee may elect on one occurrence per year to purchase one, 2, 3 or 4 weeks additional leave.
262. Unless otherwise agreed by the Director, purchased leave must be used within 12 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.
263. For rostered employees:
- 263.1. access to purchased leave may be subject to agreement on when the employee will take the additional leave;
  - 263.2. if there is a change in the number of rostered hours for an employee, adjustment of payments will be made;
  - 263.3. purchased leave will not attract weekend or public holiday penalties.

## **Personal/carer's leave**

264. Ongoing employees will be credited 18 days personal/carer's leave upon engagement with the APS. After 12 months, the employee's leave will accrue on a daily basis, 18 days personal leave credit for every year of service.
265. For a non-ongoing employee, the personal/carer's leave will be credited upon the employee's commencement with the Museum. This will be 18 days leave pro-rated based on the employee's initial contract period, and is capped at 18 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue daily, credited at least monthly.
266. A day is calculated as 7 hours 25 minutes for non-rostered staff and 7 hours 45 minutes for rostered staff.
267. 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.

268. 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.
269. An employee who has exhausted paid personal leave credits or who is engaged on an irregular or intermittent employment basis (casual) is entitled, on application approved by the Director, to 2 days unpaid carer's leave per occasion 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 the employee is sick or injured or has an unexpected emergency.

*Taking personal/carers leave*

270. Personal leave, on application approved by the Director, is available for:
- 270.1. personal illness or injury of an employee not covered by workers' compensation;
  - 270.2. attendance at medical appointments with a registered health practitioner;
  - 270.3. managing a chronic health condition; and/or
  - 270.4. the employee to provide care or support for a family member (including a household member) or a person they have caring responsibilities for, because of:
    - 270.4.1. a personal illness or injury affecting the other person; or
    - 270.4.2. an unexpected emergency affecting the other person.
271. Carer's leave, on application approved by the Director, is available for an employee that has caring responsibilities for a person who needs care because they:
- 271.1. have a medical condition, including when they are in hospital;
  - 271.2. have a mental illness;
  - 271.3. have a disability;
  - 271.4. are frail or aged; or
  - 271.5. are a child, not limited to a child of the employee.
272. Evidence may be requested after:
- 272.1. more than 3 consecutive days; or
  - 272.2. more than 8 days without evidence in a calendar year.
273. Acceptable evidence includes:
- 273.1. a certificate from a registered health practitioner;
  - 273.2. a statutory declaration; or
  - 273.3. another form of evidence approved by the Director.
274. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.

## **Portability of leave**

275. Where an employee transfers to the Museum from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.
276. Where an employee is engaged by the Museum immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
277. Where an employee is engaged as an ongoing employee by the Museum, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
278. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
279. Where an employee is engaged as an ongoing employee by the Museum, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 276), the Director will offer to recognise any unused accrued personal/carer's leave at the employee's request. The Director will advise the employee of their ability to make this request.
280. Where an employee is engaged as an ongoing employee by the Museum, and immediately prior to the engagement the person was employed by a state or territory government, the Director may recognise any unused accrued personal/carer's leave, provided there is no break in continuity of service.
281. For the purposes of clauses 275–280, an employee with a break in service of less than 2 months is considered to have continuity of service.

## **Leave without pay**

282. With the exception of legislated requirements, where an employee is absent for 30 or more days leave without pay in a calendar year it does not count as service for any purpose unless approved by the Director.

## **Re-crediting of leave**

283. When an employee is on:
  - 283.1. annual leave;
  - 283.2. purchased leave;
  - 283.3. defence reservist leave;

283.4. First Nations ceremonial leave;

283.5. NAIDOC leave;

283.6. cultural leave; or

283.7. long service leave

and becomes eligible for, under legislation or this agreement:

283.8. personal/carer's leave; or

283.9. compassionate or bereavement leave; or

283.10. jury duty; or

283.11. emergency services leave; or

283.12. leave to attend to family and domestic violence circumstances; or

283.13. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave

the affected period of leave will be re-credited.

284. When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.

285. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

### **Long service leave**

286. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

287. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clauses 283–285 of this agreement.

### **Miscellaneous leave**

288. The Director may grant miscellaneous leave for a purpose or absence not otherwise covered by this agreement.

289. The Director may decide that all or part of a period of miscellaneous leave is leave with full or part pay, or without pay.

290. A period of paid miscellaneous leave counts as service for all purposes.

291. A period of miscellaneous leave without pay may count as service for any or all purposes mentioned in clause 292 if the Director decides that it should count as service for any or all those purposes.

292. For clause 291, the purposes for which miscellaneous leave without pay may count as service are as follows:

292.1. accrual of credits for annual leave or long service leave;

292.2. qualifying service for long service leave; or

292.3. accrual of credits for personal leave.

## **Cultural, ceremonial and NAIDOC leave**

### *NAIDOC leave*

293. First Nations employees may access up to one day of paid leave per calendar year, to participate in NAIDOC week activities.

294. NAIDOC leave can be taken in part days.

295. Employees who do not identify as First Nations employees will be supported to participate, on paid time, in agency NAIDOC week activities.

### *First Nations ceremonial leave*

296. First Nations employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.

297. The Director may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.

298. First Nations ceremonial leave can be taken as part days.

299. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

### *Cultural leave*

300. The Director may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.

301. The Director may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.

302. Cultural leave can be taken as part days.

303. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clauses 296–299.



## Parental leave

304. A primary caregiver, secondary caregiver and ML Act is defined in clause 16.
305. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave up until 24 months from the date of the child’s birth or placement (parental leave period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.
306. For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements, and ceases 24 months from the date of birth. Medical certification requirements for the pregnant employee will be as required by the ML Act.
307. Conditions in this agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this agreement.

### *Payment during parental leave*

308. An employee is entitled to parental leave with pay as per clauses 305–307 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee’s parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.
309. Employees newly engaged or who have moved to the Museum from another APS agency are eligible for the paid parental leave in clauses 305–307 where such paid leave had not already been provided by another APS or Commonwealth employer in the 24 months since the child’s date of birth or placement. If the paid leave used by the employee with the previous Commonwealth or APS employer is less than the limits specified in clauses 305–307, the balance is available to the employee.
310. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in Table 2 below.

**Table 2: Primary caregivers – circumstances for paid parental leave**

<b>Paid leave entitlement under the ML Act</b>	<b>Additional parental leave with pay under this agreement for the primary caregiver</b>
12 weeks’ paid maternity leave, including any reduced paid maternity leave period due to ML Act qualifying period rules	Paid leave to bring the total period of paid parental leave to 18 weeks
No ML Act eligibility or coverage	18 weeks

311. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in Table 3 below.

**Table 3: Secondary caregivers – circumstances for paid parental leave**

<b>Period which coincides with the parental leave period for the secondary caregiver</b>	<b>Parental leave with pay under this agreement</b>
Date of commencement of this agreement to 28 February 2025	8 weeks, or top-up to 8 weeks where a lesser period of parental leave has already been provided
1 March 2025 to 28 February 2026	11 weeks, or top-up to 11 weeks where a lesser period of parental leave has already been provided
1 March 2026 to 27 February 2027	14 weeks, or top-up to 14 weeks where a lesser period of parental leave has already been provided
On and from 28 February 2027	18 weeks, or top-up to 18 weeks where a lesser period of parental leave has already been provided

312. Parental leave with pay, whether provided as maternity leave under the ML Act or under this agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part-time work arrangement, and can be taken concurrently with another parent in relation to the same child.
313. Rate of payment during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.
314. The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, but no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

*Adoption and long-term foster care*

315. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this agreement for adoption or long-term foster care, provided that the child:
- 315.1. is aged less than 16 years as at the day (or expected day) of placement;
  - 315.2. has not lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement; and
  - 315.3. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
316. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

*Stillbirth*

317. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is 2 weeks.

318. A stillborn child is a child:
- 318.1. who weighs at least 400g at delivery or whose period of gestation was 20 weeks or more; and
  - 318.2. who has not breathed since delivery; and
  - 318.3. whose heart has not beaten since delivery.

#### *Pregnancy loss leave*

319. A pregnant employee who experiences, or an employee whose spouse or partner experiences, pregnancy loss is entitled to one week's paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.
320. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

#### *Premature birth leave*

321. In circumstances of a live birth before 37 weeks' gestation, a pregnant employee, or an employee whose spouse or partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation. Parental leave with pay is then available from what would have been 37 weeks' gestation in accordance with parental leave in this agreement, noting the parental leave period commences on the child's date of birth.

#### *Transitional provisions*

322. Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 321 until after the legislated paid maternity leave is used.

### **Compassionate leave**

323. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- 323.1. a member of their family (including a member of their household) or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
  - 323.2. the employee or their partner has a miscarriage.
324. An employee may be asked to provide evidence to support their absences on compassionate leave.
325. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
326. For casual employees, compassionate leave is unpaid.

## **Bereavement leave**

327. Employees will be eligible for 3 days paid bereavement leave on each occasion when:
- 327.1. a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or
  - 327.2. a child is stillborn, where the child was a member of their family (including a member of their household).
328. An employee may be asked to provide evidence to support their absences on bereavement leave.
329. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
330. For casual employees, bereavement leave is unpaid.

## **Emergency response leave**

331. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:
- 331.1. the time engaged in the activity;
  - 331.2. reasonable travelling time; and
  - 331.3. reasonable recovery time.
332. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The Director may provide additional emergency response leave with pay.
- 332.1. for the purposes of this clause, full rate of pay is to be as if the employee was at work.
333. Paid leave may be refused where the employee's role is essential to the Museum's response to the emergency.
334. An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.
335. The Director may approve reasonable paid or unpaid leave for ceremonial duties and training.
336. Emergency response leave, with or without pay, will count as service.

## **Jury duty**

337. Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
338. Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.

- 338.1. for the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 339. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- 340. If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the Museum for the period of absence. This will be administered in accordance with the overpayments clause.

## **Defence reservist leave**

- 341. The Director will give an employee leave with or without pay to undertake:
  - 341.1. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
  - 341.2. Australian Defence Force Cadet obligations.
- 342. An employee who is a Defence Reservist can take leave with pay for:
  - 342.1. up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
  - 342.2. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
- 343. Leave can be accrued and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
- 344. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadet means:
  - 344.1. Australian Navy Cadets;
  - 344.2. Australian Army Cadets; and
  - 344.3. Australian Air Force Cadets.
- 345. In addition to the entitlement at clause 342, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
- 346. Paid defence reservist leave counts for service.
- 347. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- 348. Unpaid leave taken over 6 months counts as service, except for annual leave.
- 349. An employee will not need to pay their tax-free ADF Reserve salary to their agency for any reason.
- 350. 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 Australian Defence Force Cadet obligations.

351. Employees are to notify supervisors at the earliest opportunity once dates for ADF Reserve, CFTS or Australian Defence Force Cadet activities are known and/or changed.

### **Defence service sick leave**

352. An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:

352.1. war-like service; or

352.2. non-war like service.

353. An eligible employee can receive 2 types of credits:

353.1. an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:

353.1.1. they start employment with the APS;

353.1.2. DVA certifies the condition; or

353.2. an annual credit of 3 weeks (15 days) defence service sick leave.

354. An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.

355. Unused annual credits can be accrued up to 9 weeks.

356. An employee cannot use annual credits until the initial credit is exhausted.

357. Defence service sick leave is paid and counts as service for all purposes.

### **Leave to attend proceedings**

358. An employee giving evidence before a court, tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.

359. An employee who is not covered under clause 358, and is required to give evidence, appear before or attend to instruct a representative at a court, tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the Museum.

360. An employee may otherwise be granted paid or unpaid miscellaneous leave by the Director if required to give evidence to a court, tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.

361. The Director may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the court, tribunal or Royal Commission hearing.

## **Personal Emergency Leave**

362. The Director may grant up to 2 days paid leave per year for personal and household emergencies including, but not limited to, attending at home for urgent household repairs (fire damage, burst water pipes, etc.) and unanticipated requests to attend the employee's child's school or childcare. Personal emergency leave is non-accruable and will not be paid out on cessation of employment.

## **Section 7: Employee support and workplace culture**

### **Blood donation**

- 363. An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. It includes reasonable travel time and employers will consider employees on duty.
- 364. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

### **Vaccinations**

- 365. The Museum will offer annual influenza vaccinations at no cost to all employees.
- 366. Where the Museum requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

### **Health checks**

- 367. The Museum will offer an annual program of voluntary health checks to all employees at no cost.

### **Employee Assistance Program**

- 368. Employees, their partners, and their dependants/children will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by the Museum and will be accessible on paid time.

### **Respect at work**

- 369. The Museum values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The Museum recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
- 370. The Museum recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.
- 371. The agency will consult with employees and their unions and/or other representatives in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.



## **Family and domestic violence support**

372. The Museum will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
373. The Museum recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
374. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.
375. An employee experiencing family and domestic violence support is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- 375.1. illness or injury affecting the employee resulting from family and domestic violence;
  - 375.2. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
  - 375.3. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
  - 375.4. making arrangements for the employee's safety, or the safety of a close relative;
  - 375.5. accessing alternative accommodation;
  - 375.6. accessing police services;
  - 375.7. attending court hearings;
  - 375.8. attending counselling; and
  - 375.9. attending appointments with medical, financial or legal professionals.
376. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
377. Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
378. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
379. Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.
380. Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
381. Evidence may be requested to support the Museum in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the Museum will require, unless the employee chooses to provide another form of evidence.

382. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the police service, a court, a doctor, district nurse, a family violence support service or lawyer.
383. The Museum will take all reasonable measures to treat information relating to family and domestic violence confidentially. The Museum will adopt a 'need to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the Museum may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
384. Where the Museum needs to disclose confidential information for purposes identified in clause 383, where it is possible the Museum will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
385. The Museum will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
386. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
387. The Museum will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
388. Further information about leave and other support available to employees affected by family and domestic violence may be found in the Family and Domestic Violence policy.

## **Integrity in the APS**

389. The Museum understands that procedural fairness is essential in building and maintaining trust with APS employees, and that it requires fair and impartial processes for employees affected by APS-wide or Museum decisions.
390. Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the APS Code of Conduct in the PS Act.
391. Employees can, during their ordinary work hours, take time to:
  - 391.1. access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the agency; and
  - 391.2. attend Museum-mandated training about integrity.

## **First Nations cultural competency training**

392. The Director will take reasonable steps to ensure all substantive, ongoing EL2 employees employed at the commencement of this agreement, or any new substantive, ongoing EL2 employees who commence within the first 6 months of this agreement, will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.
393. Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

## **Lactation and breastfeeding support**

394. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
395. The Museum will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 396. In considering whether a space is appropriate, an agency should consider whether:
- 395.1. there is access to refrigeration;
  - 395.2. the space is lockable; and
  - 395.3. there are facilities needed for expressing such as appropriate seating.
396. Where it is not practicable for an agency site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
397. The Museum will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
398. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.

## **Disaster support**

399. Where an official disaster or emergency is declared and this prevents an employee from reasonably attending work, or where it impacts their household or home, the Director will consider flexible working arrangements to assist the employee to perform their work.
400. Where flexible working arrangements are not appropriate, the Director may grant paid miscellaneous leave to an employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.

401. In considering what period of leave is appropriate, the Director will take into account the safety of the employee, their family (including their household) and advice from local, state and Commonwealth authorities.

## Section 8: Performance and development

### Performance management

- 402. The Museum's Performance Management Framework provides the basis for managing the performance of employees of the Museum, particularly to improve performance and develop capability.
- 403. All employees will be required to genuinely and actively participate in performance management activities in line with the Performance Management Framework.

#### *Managing underperformance*

- 404. Although the emphasis of the Performance Management Framework is on facilitating and positively reinforcing performance that is effective, performance that is likely to result, or results, in an assessment that the employee is not effective in relation to deliverables and/or behaviours provides a trigger for action under the Museum's procedures for managing underperformance.
- 405. Under the procedures for managing underperformance that apply to employees (other than those on probation):
  - 405.1. the employee will be afforded procedural fairness during the underperformance process;
  - 405.2. the employee is entitled to have a support person attend meetings;
  - 405.3. an initial formal assessment may be made of the employee's performance over a period of 2–3 months;
  - 405.4. if, after the conclusion of a successful initial underperformance process, an employee does not sustain an 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.
- 406. Further information can be found in the Museum's Performance Management Framework.

### Workloads

- 407. The Museum recognises the importance of employees balancing their work and personal life. While it is acknowledged that, at times, it may be necessary for some employees to work extra hours, this should be regarded as the exception rather than the rule.
- 408. When determining workloads for an employee or group of employees, the Museum will consider the need for employees to strike a balance between their work and personal life.
- 409. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the Museum and employee/s together must review the employees' workloads and priorities, and determine appropriate strategies to manage the impact on the employee or group of employees.

## **Study assistance**

410. 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. Further information can be found in the Studies Assistance Policy.

## **Learning and development**

411. The Museum is committed to recognising and supporting the professional and technical expertise of all employees through appropriate learning, development and training activities.
412. The Director may agree to a program of activities for the employee's professional development and/or allow the employee to maintain the currency of any prescribed qualifications, licences or memberships required to be held by the employee to enable them to carry out their duties.

## Section 9: Travel and location-based conditions

### Travel

#### 413. Domestic official travel

- 413.1. The Museum will cover reasonable costs associated with travel incurred in connection with an employee's work.
- 413.2. An employee who travels on official business, and who is required to be absent overnight, is entitled to travel allowance in accordance with the Australian Taxation Office's most recent rates for reasonable travel expenses for meals, accommodation and incidentals where not directly paid.
- 413.3. 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.
- 413.4. 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 \$62. The payment of part-day travel allowance will be made through normal salary arrangements.
- 413.5. The Director may approve additional travel allowance if satisfied that the standard travel allowance rate is insufficient to cover reasonable expenses.
- 413.6. Where an employee is required to be absent from their usual location 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.
- 413.7. 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 revise 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.

#### 414. Overseas official travel

- 414.1. 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 overseas on official business will be provided with an advance to meet reasonable expenses.
- 414.2. If not otherwise provided, the Museum will provide meal and incidental costs at the allowance rates in the Australian Taxation Office's most recent rates for reasonable travel expenses. Expenses such as accommodation, taxis, visas, etc. will require acquittal with receipts when the travel is complete.

#### 415. Class of travel

- 415.1. Employees are entitled to economy class travel by air when required to travel on official business within Australia and overseas.

- 415.2. Any additional requirements relating to class upgrades or other special considerations resulting in additional costs will require prior approval by the Director.
- 415.3. Notwithstanding the above travel entitlements, an employee must follow government policy in relation to best fare of the day rules.
- 416. Recognition of travel time
  - 416.1. Official travel should be undertaken during the standard bandwidth, where possible.
  - 416.2. Employees undertaking approved official travel outside of their ordinary hours (but not performing work) will have the time spent in transit recognised as follows:
    - 416.2.1. APS 1–6 employees will accrue flextime at standard hours;
    - 416.2.2. Executive Level employees may be granted TOIL (noting TOIL is not claimed on an hour-for-hour basis).
  - 416.3. Where flextime or TOIL is claimed, the time normally spent travelling to and from work should be deducted from the time spent in transit.
  - 416.4. Overtime provisions only apply to employees undertaking official travel where they are directed by the Director to perform work during transit.
  - 416.5. Travelling time for the duration of overseas air travel is the period that:
    - 416.5.1. begins at the latest permitted airport check-in time for the scheduled time of departure from the locality where the journey originates; and
    - 416.5.2. ends at the scheduled time of arrival at the locality that is the destination of the journey.
  - 416.6. It is not always possible for official overseas travel to be undertaken during the standard bandwidth. Arrangements for employees required to undertake overseas travel may be determined at the discretion of the Director.
- 417. Further information can be found in the Museum’s official travel policy.

## **Relocation assistance**

- 418. Where an employee is required to relocate at the request of the Museum (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
- 419. Where an employee is required to relocate on engagement with the Museum, the employee will be provided with financial relocation assistance.
- 420. Reasonable expenses associated with the relocation include:
  - 420.1. the cost of transport of the employee, their dependants and partner, by the most economical means;



- 420.2. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, their dependants and partner;
  - 420.3. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
  - 420.4. the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS award.
421. Additional relocation assistance may be considered at the Director's discretion.
422. Employees must provide original receipts when seeking approval for reimbursement for expenses.

# Section 10: Consultation, representation and dispute resolution

## Consultation

### *Principles*

423. Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
424. The Museum recognises:
- 424.1. the importance of inclusive and respectful consultative arrangements;
  - 424.2. employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - 424.3. the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
  - 424.4. consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - 424.5. the benefits of employee and union involvement and the right of employees to be represented by their union.
425. Genuine and effective consultation involves:
- 425.1. providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
  - 425.2. providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
  - 425.3. considering feedback from employees and the relevant union(s) in the decision-making process; and
  - 425.4. advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

### *When consultation is required*

426. Consultation is required in relation to:
- 426.1. changes to work practices which materially alter how an employee carries out their work;
  - 426.2. changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);

- 426.3. major change that is likely to have a significant effect on employees;
  - 426.4. implementation of decisions that significantly affect employees;
  - 426.5. changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
  - 426.6. other workplace matters that are likely to significantly or materially impact employees.
427. The Museum, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by government or is required due to matters beyond the reasonable control of the agency. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

*Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees*

428. Clauses 429–444 applies if the Museum:
- 428.1. proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - 428.2. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

*Representation*

429. Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.
430. The Museum must recognise the representative if:
- 430.1. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - 430.2. the employee or employees advise the employer of the identity of the representative.

*Major change*

431. In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:
- 431.1. the termination of the employment of employees; or
  - 431.2. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - 431.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 431.4. the alteration of hours of work; or
  - 431.5. the need to retrain employees; or
  - 431.6. the need to relocate employees to another workplace; or
  - 431.7. the restructuring of jobs.

432. The following additional consultation requirements in clauses 433–439 apply to a proposal to introduce a major change referred to in clause 431.2.
433. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 427.
434. Where practicable, a Museum change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.
435. The Museum must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
436. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 427 the Museum must:
- 436.1. discuss with affected employees and relevant union(s) and/or other recognised representatives:
- 436.1.1. the proposed change:
- 436.1.1.1. the effect the proposed change is likely to have on the employees; and
- 436.1.1.2. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
- 436.1.2. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
- 436.1.2.1. all relevant information about the proposed change, including the nature of the change proposed; and
- 436.1.2.2. information about the expected effects of the proposed change on the employees; and
- 436.1.2.3. any other matters likely to affect the employees.
437. The Museum must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
438. However, the Museum is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
439. 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 Museum, the requirements set out in clauses 433–438 are taken not to apply.

*Change to regular roster or ordinary hours of work*

440. The following additional consultation requirements in clauses 441–444 apply to a proposal to introduce a change referred to in clause 426.5.
441. The Museum must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.

442. As soon as practicable after proposing to introduce the change, the Museum must:
- 442.1. discuss with employees and the relevant union(s) and/or other recognised representatives the proposed introduction of the change; and
  - 442.2. for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
    - 442.2.1. all relevant information about the proposed change, including the nature of the proposed change; and
    - 442.2.2. information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
    - 442.2.3. information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - 442.3. invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
443. However, the Museum is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
444. The Museum must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

*Interaction with emergency management activities*

445. Nothing in this term restricts or limits the ability of a designated emergency management body to undertake activities provided at section 195A(1) of the FW Act.

### **Agency consultative committee**

446. The Director may establish an agency consultative committee to discuss relevant workplace matters.
447. Museum consultative committees will operate subject to agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.

### **APS consultative committee**

448. The Director will support the operation of the APS consultative committee to the extent possible. This includes providing information requested by the Australian Public Service Commission to support the operation of the APS consultative committee, subject to legislative requirements.

## Dispute resolution

449. If a dispute relates to:
- 436.1 a matter arising under the agreement; or
  - 436.2 the NES;
- this term sets out procedures to settle the dispute.
450. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
451. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.
452. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
453. If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 452 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
454. The Fair Work Commission may deal with the dispute in 2 stages:
- 454.1. 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
  - 454.2. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - 454.2.1. arbitrate the dispute; and
    - 454.2.2. 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 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 Act. Therefore, an appeal may be made against the decision.*
455. While the parties are attempting to resolve the dispute using the procedures in this term:
- 455.1. an employee must continue to perform their work as they would normally in accordance with established custom and practice at the Museum that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
  - 455.2. subject to clause 455.1, 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:
    - 455.2.1. the work is not safe; or

- 455.2.2. applicable work health and safety legislation would not permit the work to be performed; or
  - 455.2.3. the work is not appropriate for the employee to perform; or
  - 455.2.4. there are other reasonable grounds for the employee to refuse to comply with the direction.
456. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
457. Any disputes arising under the *National Museum of Australia Enterprise Agreement 2017–2020* or *Public Service (Subsection 24(1) – National Museum of Australia Non-SES Employees) Amendment Determination 2023/01* or the National Employment Standards that were formally notified under clause 6.03 of that agreement before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

*Leave of absence to attend proceedings*

458. Where the provisions of clauses 449–454 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 451, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 453.

## **Delegates' rights**

459. Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to the agency.
460. The role of union delegates is to be respected and supported.
461. The Museum and union delegates will work together respectfully and collaboratively.

*Supporting the role of union delegates*

462. The Museum respects the role of union delegates to:
- 462.1. provide information, consult with and seek feedback from employees in the workplace on workplace matters;
  - 462.2. consult with other delegates and union officials, and get advice and assistance from union officials;
  - 462.3. represent the interests of members to the employer and industrial tribunals; and
  - 462.4. represent members at relevant union forums, consultative committees or bargaining.
463. The Museum and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.

464. Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.
465. To support the role of union delegates, the Museum will, subject to legislative and operational requirements, including privacy and security requirements:
- 465.1. provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
  - 465.2. advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet and email;
  - 465.3. allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications;
  - 465.4. provide access to new employees as part of induction; and
  - 465.5. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
466. Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or Museum before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

## **Employee representation**

467. The Museum will respect and facilitate an employee's right to representation in the workplace. Where an employee appoints an employee representative, the role of the employee representative, including union representatives will be respected and facilitated in accordance with clauses 459 – 466 and the FW Act.



## Section 11: Separation and retention

### Resignation

468. An employee may resign from their employment by giving the Director at least 14 calendar days' notice.
469. At the instigation of the Director, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
470. The Director has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

### *Payment on death of an employee*

471. When an employee dies, or the Director has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the Director must authorise payments to the partner, dependants or legal representative of the former employee, the amount to which the former employee would have been entitled had they ceased employment through resignation or retirement, or where legislation provides specifically for amounts calculated based on the death of the employee, those amounts. If payment has not been made within a year of the former employee's death, it should be made to their legal representative.

### Redeployment, retraining, redundancy

472. This section applies only to excess employees who are ongoing APS employees. The provisions do not apply to non-ongoing employees or employees on probation.
473. An employee is an excess employee if:
- 473.1. the employee is of a kind of which there are more than are necessary for the efficient and economical working of the Museum; or
  - 473.2. 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
  - 473.3. if the duties usually performed by the employee are to be performed at a different locality, and:
    - 473.3.1. the employee is not willing to perform the duties at that locality; and
    - 473.3.2. the Director decides that the employee is an excess employee.
474. Discussion period
- 474.1. When 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.

- 474.2. Within 4 weeks of the notification in clause 474.1, the Director will hold discussions with the employee, and the employee's nominated representative (if applicable), to consider:
- 474.2.1. any measures that could be taken to remove or reduce the likelihood of an employee becoming excess; and
  - 474.2.2. whether voluntary retrenchment, redeployment (at or below the employee's classification) or re-assignment of duties may be appropriate.
475. 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.
476. Voluntary retrenchment
- 476.1. If an employee:
- 476.1.1. is advised under clauses 473 that the employee is an excess employee; or
  - 476.1.2. expresses interest in voluntary retrenchment;
- the Director may invite the employee to accept voluntary retrenchment once in respect of any single redundancy situation.
- 476.2. The Director may invite an employee mentioned in clause 476.1.2 to accept voluntary retrenchment only if:
- 476.2.1. an otherwise excess employee is redeployed to perform duties that would otherwise have been performed by the employee mentioned in clause 463.1.2; and
  - 476.2.2. as a result, the employee mentioned in clause 475.1.2 becomes an excess employee.
- 476.3. If the Director invites an employee to accept voluntary retrenchment under clause 476.1, the Director must:
- 476.3.1. allow the employee 4 weeks (the acceptance period) to accept the invitation; and
  - 476.3.2. give notice of termination of employment in accordance with section 29 of the PS Act before the end of the acceptance period only if the employee agrees.
- 476.4. Within the acceptance period, the Director must advise the employee, in writing, of the following matters:
- 476.4.1. the amount of severance pay, pay in lieu of notice and paid-up leave credits;
  - 476.4.2. the amount of accumulated superannuation contributions;
  - 476.4.3. options open to the employee for superannuation;
  - 476.4.4. taxation rules applying to payments to the employee;
  - 476.4.5. the level of assistance up to a maximum of \$550 for financial advice.

- 476.5. If an employee declines an invitation of voluntary retrenchment under clause 476.1, or does not accept the invitation within 4 weeks, the Director must, as soon as possible, refer the employee to a career advisory service and/or the APS redeployment register.
477. Accelerated retrenchment/separation arrangements
- 477.1. The Director may provide employees with an accelerated separation option.
- 477.2. 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 4 weeks (or 5 weeks for an employee aged over 45 years with at least 5 years' continuous service).*
- 477.3. Employees who may be considering accelerated separation arrangements for redundancy purposes are encouraged to seek financial advice prior to making their decision.
- 477.4. 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.
478. Period of notice
- 478.1. If an employee agrees to be voluntarily retrenched under clause 476, the Director may retrench the employee by giving notice of termination of employment in accordance with section 29 of the PS Act.
- 478.2. The period of notice is 4 weeks, or 5 weeks for an employee aged over 45 years with at least 5 years of continuous service.
- 478.3. 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.
479. Severance pay
- 479.1. Subject to any minimum amount an employee is entitled to under the National Employment Standards, an employee to whom clause 476 applies is entitled to be paid an amount equal to:
- 479.1.1. 2 weeks salary for each completed year of continuous service; and
- 479.1.2. a proportionate payment for completed months of service since the last completed year of service.
- Note: The NES 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.*
480. The minimum amount payable is equal to 4 weeks salary and the maximum amount payable is equal to 48 weeks salary.

481. 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.
482. For severance pay, service means any of the following:
- 482.1. service in the Museum;
  - 482.2. government service as defined by section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
  - 482.3. 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;
  - 482.4. service with the Australian Defence Force;
  - 482.5. 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;
  - 482.6. service in another organisation that is recognised for long service leave purposes if:
    - 482.6.1. the employee was transferred from the Australian Public Service to the organisation with a transfer of a function; or
    - 482.6.2. 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.
483. Earlier periods of service count if:
- 483.1. there is no break between the periods of service; or
  - 483.2. there is a break between the periods of service of less than one 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
  - 483.3. 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).
484. A period of service does not count as service for severance pay purposes if it ceased:
- 484.1. with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit; or
  - 484.2. for any of the following reasons:
    - 484.2.1. because the employee lacked, or had lost, an essential qualification for performing their duty;
    - 484.2.2. because of non-performance, or unsatisfactory performance, of duties;
    - 484.2.3. because of an inability to perform duties due to physical or mental incapacity;
    - 484.2.4. failure to satisfactorily complete an entry level training course;

- 484.2.5. failure to meet a condition imposed under subsection 22(6) of the Public Service Act 1999;
  - 484.2.6. breach of the APS Code of Conduct;
  - 484.2.7. under the *Public Service Act 1922* for a reason equivalent to a reason mentioned in clauses 484.2.1– 484.2.6;
  - 484.2.8. through voluntary retirement at or above the minimum retirement age applicable to the employee;
  - 484.2.9. any other ground prescribed by the Public Service Regulations 1999.
- 484.3. An absence from work that does not count as service for long service leave purposes does not count as service for severance pay purposes.
485. Rate of payment: severance pay
- 485.1. In calculating severance pay, salary includes:
    - 485.1.1. either:
      - 485.1.1.1. the employee’s full-time salary, adjusted on a proportionate basis in accordance with clause 481 for periods of part-time service; or
      - 485.1.1.2. if the employee acted in a higher position for a continuous period of at least one 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 clause 481 for periods of part-time service; and
    - 485.1.2. other allowances in the nature of salary that were paid regularly and during annual leave, excluding allowances that were:
      - 485.1.2.1. a reimbursement for expenses incurred; or
      - 485.1.2.2. a payment for disabilities associated with the performance of duty.
486. Retention periods
- 486.1. If an excess employee has not accepted an offer of voluntary retrenchment, the following retention periods apply:
    - 486.1.1. if the employee has at least 20 years service or is aged 45 years or older — 13 months;
    - 486.1.2. for any other employee — 7 months.
  - 486.2. The retention period applying under clause 486.1 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.
  - 486.3. 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.
  - 486.4. The retention period is extended by any period of certified personal leave taken during the retention period.

- 486.5. During the retention period, the Director:
- 486.5.1. must continue to take reasonable steps to find alternative employment for the employee; and
  - 486.5.2. 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.*

- 486.6. The notice period mentioned in clause 485.5.2 must, as far as practicable, be concurrent with the retention period.
- 486.7. If the employee is transferred within the Museum under clause 485.5.2 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.
- 486.8. 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.
- 486.9. The employee is entitled to reasonable travel and incidental expenses, not met by the prospective employer, to attend an employment interview.
- 486.10. 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.
- 486.11. The Director may terminate the employee's employment without their consent in accordance with section 29 of the PS Act, 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:
- 486.11.1. the employee has been invited to accept, and has declined, voluntary retrenchment; and
  - 486.11.2. the Director is satisfied that there is no reasonable prospect of redeployment within the Museum or the APS, or where the site closes down.
- 486.12. Payment under clause 486.11 is taken to include payment in lieu of notice of termination.

487. Involuntary termination

- 487.1. 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:
- 487.1.1. at the end of the retention period; or

- 487.1.2. during the retention period where the Director determines there is no reasonable prospect of redeployment within the Museum or the APS, or where the site closes down.
- 487.2. An excess employee must not have his or her employment terminated if the employee:
  - 487.2.1. has not been invited to accept an offer of voluntary retrenchment; or
  - 487.2.2. has elected to be retrenched but the Director has not approved it.
- 487.3. 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:
  - 487.3.1. for an employee aged over 45 years with at least 5 years of continuous service — 5 weeks; or
  - 487.3.2. for any other employee — 4 weeks.
- 487.4. The notice period mentioned in clause 487.3 must, as far as practicable, be concurrent with the retention period.

## **Section 12: Other APS-wide matters**

### **Recruitment and mobility**

488. The Museum's workforce is at the core of its service delivery and it aims to attract and retain highly skilled employees who are able to move between roles as needed. The movement of employees within the Museum, either within the same area or across different areas and locations, provides opportunities for employees to advance their careers and develop their skills through job rotations, promotions, transfers and domestic outreach and international assignments.



# Attachment A: Base salaries

## Part 1: Salary rates for non-rostered employees

Classification	Salary levels	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
		\$	\$	\$	\$
APS level 1	APS level 1.1	49,601	Lifted by pay fragmentation		
APS level 1	APS level 1.2	49,601	52,000	Lifted	
APS level 1	APS level 1.3	50,515	52,536	54,532	57,497
APS level 1	APS level 1.4	52,593	55,120	57,215	59,160
APS level 1	APS level 1.5			57,787	60,946
APS level 2	APS level 2.1	53,853	56,774	59,520	Lifted
APS level 2	APS level 2.2	55,335	57,548	59,735	62,775
APS level 2	APS level 2.3	56,787	59,058	61,302	63,386
APS level 2	APS level 2.4	58,264	60,595	62,898	65,037
APS level 2	APS level 2.5	59,719	62,108	64,468	66,660
APS level 2	APS level 2.6			64,877	68,425
APS level 3	APS level 3.1	61,337	63,790	66,823	Lifted
APS level 3	APS level 3.2	62,932	65,449	67,936	70,477
APS level 3	APS level 3.3	64,531	67,112	69,662	72,031
APS level 3	APS level 3.4	66,203	68,851	71,467	73,897
APS level 3	APS level 3.5		69,476	72,837	75,313
APS level 3	APS level 3.6				76,820
APS level 4	APS level 4.1	69,437	72,214	75,022	Lifted
APS level 4	APS level 4.2	70,539	73,361	76,149	79,125
APS level 4	APS level 4.3	72,372	75,267	78,127	80,783
APS level 4	APS level 4.4	74,229	77,198	80,132	82,856
APS level 4	APS level 4.5		78,001	81,775	84,555
APS level 4	APS level 4.6				86,246
APS level 5	APS level 5.1	76,250	80,341	84,228	Lifted
APS level 5	APS level 5.2	78,642	81,788	84,896	88,834
APS level 5	APS level 5.3	80,855	84,089	87,284	90,252
APS level 5	APS level 5.4		87,572	91,809	94,931
APS level 5	APS level 5.5				96,829
APS level 6	APS level 6.1	84,406	Lifted by pay fragmentation		
APS level 6	APS level 6.2	86,717	90,199	94,563	99,734
APS level 6	APS level 6.3	91,078	94,721	98,320	101,663
APS level 6	APS level 6.4	94,604	98,388	102,127	105,599
APS level 6	APS level 6.5		101,022	104,861	108,426
APS level 6	APS level 6.6			105,910	111,701
Executive level 1	Executive level 1.1	109,545	113,927	118,256	122,277
Executive level 1	Executive level 1.2	113,757	118,307	122,803	126,978
Executive level 1	Executive level 1.3	117,577	122,280	126,927	131,243
Executive level 1	Executive level 1.4				132,713
Executive level 2	Executive level 2.1	128,087	133,210	138,272	142,973
Executive level 2	Executive level 2.2	137,680	143,187	148,628	153,681
Executive level 2	Executive level 2.3	142,293	147,985	153,608	158,831

## Part 2: Salary rates for rostered employees

Classification	Salary levels	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
		\$	\$	\$	\$
APS level 1	APS level 1.1	51,776	53,847	55,893	57,793
APS level 1	APS level 1.2	53,515	55,656	57,771	59,735
APS level 1	APS level 1.3	54,963	57,162	59,334	61,351
APS level 1	APS level 1.4	57,224	59,513	61,774	63,874
APS level 2	APS level 2.1	58,594	60,938	63,254	65,405
APS level 2	APS level 2.2	60,208	62,616	64,995	67,205
APS level 2	APS level 2.3	61,788	64,260	66,702	68,970
APS level 2	APS level 2.4	63,393	65,929	68,434	70,761
APS level 2	APS level 2.5	64,980	67,579	70,147	72,532
APS level 3	APS level 3.1	66,739	69,409	72,047	74,497
APS level 3	APS level 3.2	68,476	71,215	73,921	76,434
APS level 3	APS level 3.3	70,213	73,022	75,797	78,374
APS level 3	APS level 3.4	72,032	74,913	77,760	80,404
APS level 4	APS level 4.1	75,552	78,574	81,560	84,333
APS level 4	APS level 4.2	76,749	79,819	82,852	85,669
APS level 4	APS level 4.3	78,744	81,894	85,006	87,896
APS level 4	APS level 4.4	80,763	83,994	87,186	90,150
APS level 5	APS level 5.1	82,964	86,283	89,562	92,607
APS level 5	APS level 5.2	85,565	88,988	92,370	95,511
APS level 5	APS level 5.3	87,973	91,492	94,969	98,198
APS level 6	APS level 6.1	91,839	95,513	99,142	102,513
APS level 6	APS level 6.2	94,352	98,126	101,855	105,318
APS level 6	APS level 6.3	99,096	103,060	106,976	110,613
APS level 6	APS level 6.4	102,935	107,052	111,120	114,898

## Attachment B: Supported wage system

1. This schedule defines the condition 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.

### *Definitions*

2. In this schedule:

**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 Australian 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 this agreement for the class of work for which an employee is engaged.

**Supported Wage System (SWS)** means the Australian Government system to promote employment for people who cannot work at full 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](http://www.jobaccess.gov.au)).

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

### *Eligibility criteria*

3. Employees covered by this schedule are 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.
4. The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

### *Supported wage rates*

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

**Table 4: Applicable percentage of relevant minimum wage paid to applicable employees**

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

6. Provided that the minimum amount payable to an employees to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order.

*Note: The minimum amount payable is reviewed every year in July.*

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

#### *Assessment of capacity*

8. For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.
9. Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the FW Act.

#### *Lodgement of SWS wage assessment agreement*

10. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.
11. All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

#### *Review of assessment*

12. 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 supported wage system.

*Other terms and conditions of employment*

13. Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by the provisions of the schedule will be entitled to the same terms and conditions of employment as all other employees covered by this agreement paid on a pro-rata basis.

*Workplace adjustment*

14. An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other employees in the area.

*Trial period*

15. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
16. During the 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.
17. The minimum amount payable to the employee during the trial period must be no less than the current weekly rate, as determined by the Fair Work Commission.
18. Work trials should include induction or training as appropriate to the job being trialled.
19. Where the employer 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 clauses 8 and 9 in this attachment.

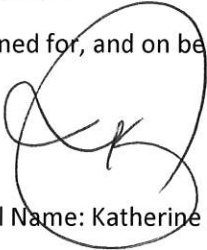
# Formal acceptance of the Agreement and Signatories

This agreement is made under Part 2-4 of the Fair Work 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



Full Name: Katherine McMahon, Director

National Museum of Australia, Lawson Crescent, Acton Peninsula Canberra ACT 2601

## Bargaining Representative

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



Melissa Payne, Assistant National Secretary

The Community and Public Sector Union, L3 54-58 Foveaux Street, Surry Hills, NSW 2010

## Bargaining Representatives

Tracey Hannan



c/- National Museum of Australia, Lawson Crescent, Acton Peninsula Canberra ACT 2601

Stephen Quinn



c/- National Museum of Australia, Lawson Crescent, Acton Peninsula Canberra ACT 2601

Lach Noack



c/- National Museum of Australia, Lawson Crescent, Acton Peninsula Canberra ACT 2601

THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/750

Applicant: Commonwealth of Australia as represented by the National Museum of Australia

**Section 185 – Application for approval of a single enterprise agreement**

**Undertaking – Section 190**

I, Katherine McMahon, Director, have the authority given to me by the Commonwealth of Australia and give the following undertakings with respect to the *National Museum of Australia Enterprise Agreement 2024-2027* ("the Agreement"):

The National Museum of Australia (the Museum) commits to:

1. Undertake that in respect of clause 100 of the Agreement, where a casual employee is required to work in excess of 36 hours and 45 minutes in a week, the Museum will pay the casual employee at the overtime rate in accordance with clause 137 of the Agreement.
2. Undertake that where a Rostered employee (shiftworker) is rostered to work on a Sunday or Public Holiday, the Museum will pay the rostered employee the shift penalty rate in accordance with the rates as specified in the *Australian Public Service Enterprise Award 2015*.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature \_\_\_\_\_



Date 28 MARCH 2024